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RECORDS

Of the Court of Common Pleas

for the County of Hampshire

from November Term Anno Dom 1794

to November Term 1795



Hampshire Co.

At the Court of Common Pleas holden at  
Northampton in and for the County of Hampshire  
on the Second Tuesday of November being the eleventh  
day of the said month & de Die in Diem to the fifteenth  
Day of the same Month Anno Domini 1794

Nos.  
Term  
1794

Justices of the said Court present

Jury of Trials

Cleared Porter Esquire

John Bliss Esquire

Samuel Mather Esquire

Samuel Lyman Esquire

Daniel Dickinson Towns<sup>hip</sup> Sheriff

Abraham Fox . . . . . Had

Elijah Hartings . . . . . Ass.

Garthelias Cowan . . . . . Cler.

Thomas Michins . . . . . Wm.

Joseph Griswold . . . . . Pr.

John Howard . . . . . Wm.

Lemuel Rush . . . . . Sa

David Summway . . . . . Pol

Abner Mitchell . . . . . Dea.

Ged Palmer about deceased . . . . . West.

William Edwards was dismissed after  
the first Case was tried

Abner Mitchell came after the first Case  
was tried & was dismissed 4<sup>th</sup> day at Noon

Trials 2<sup>d</sup> day Lynfield vs Warewick

Eben Stow & Seth Cary de Tal<sup>ors</sup> were on

3<sup>d</sup> day Tillotson vs Munson

Seth Cary & Lem<sup>on</sup> Coleman de Tal<sup>ors</sup>

3<sup>d</sup> day Stow vs Stow

Seth Cary & James Taylor de Tal<sup>ors</sup>

P.M. 4<sup>th</sup> day Smith vs Burbanks

Thos. Mixer Simon Corley & Nathl Edwards de Tal<sup>ors</sup> were on

Continued Cases

Pratt's &amp; al

Thomas Pratt Esq<sup>r</sup> & Catherine Wendell Widow both of Cambridge  
in the County of Middlesex Pl<sup>aintiffs</sup> vs. Simeon Randwells of Belcher, Randwells  
Stown in the County of Hampshire Husbandman Deft in a Sep. 4<sup>th</sup> 1792.  
Plea de ar is of Record ab September Term 1792 — And now  
at this Time the Pl<sup>aintiffs</sup> appear by John Taylor Gent<sup>l</sup> their Att<sup>ys</sup> and  
the Deft by John Hooker Esq<sup>r</sup> his Att<sup>ys</sup> comes & defends the Force  
& Injury whereon — & for the says he is not guilty of in true  
doing into the Demanded premises in manner & form as the  
Demandants have alleged in the Declaration & there of puts  
themselves on the Country — and the said Pratt and  
Wendell reserving to themselves Liberty to plead any new mat  
ter & to alter this Supplication upon Trial of the Appeal say  
that the S<sup>er</sup> Simeon the is insufficient & there of prays  
Judgment — and the said Simeon consenting to the same  
Leon says the Plea by him pleaded is sufficient & there of prays  
Judgment for his Cost — Whereupon all & singular the  
matters being then & by the Court here understood, it appears to  
the Court that the Plea aforesaid of the said Simeon by him  
pleaded and the matter therein contained is a full & sufficient

Answer to the Declaration of the said Thomas & Catharine and that they the  
Thomas & Catharine by their Plea aforesaid ought to receive Nothing —  
Therefore it is considered by the Court that the Thomas & Catharine by  
their Plea aforesaid do receive Nothing but that for their ground left  
claim they be in mercy — And it is further considered that the  
said Simon do recover against the Thomas & Catharine his  
costs in defending them but taxed at 5

Whereupon the said Thomas & Catharine by their Attorneys appeal from the Judgment of the Court to the Superior Judicial Courts to be holden at Northampton in and for the County of Hampshire on last Tuesday of the April next & he recognizes with Sureties for the said Thomas & Catharine, prosecuting their Appeal with Effect as by S<sup>d</sup> Prognounce our file does appear.

Dickinson App.  
Phillipps Esq  
Sept. 16<sup>th</sup> 1792

William Dickinson of Hadley in the County of Hampshire Appellant vs Giles Crookshill of the same Hadley appellee as is set forth of Record at September Term 1792 - This Case was entered at the said September Term, when the Def<sup>t</sup> having deceased Jonathan Edwards Porter Executor of the last Will &c of P<sup>r</sup> Crookshill appeared in Court to defend &c & he was admitted - & the Appellant also appears - and were at Issue on their former Pleas as is set forth on File &c & Jury at this Time returned & impanelled as the Statute requires, being now sworn to try the Issue aforesaid declare upon their Oath that they find the Appellant did take the Goods & Chattle of the s<sup>d</sup> Giles in Manner & Form as set forth in the Declaration and award Damages for the s<sup>d</sup> Jonathan in his s<sup>d</sup> Capacity at One Shilling - And thereupon it is considered by the Court that the said Jonathan in his s<sup>d</sup> Capacity do recover against the said William One Shilling of Lawful Money Damages & Costs of Suit taxed at £<sup>s</sup> whereupon the said Appell<sup>t</sup> moves in Arrewards Judgment &c and it was considered by the Court that the said Porter have Day here in Court until this Time - And now the s<sup>d</sup> Porter appearing & the Appellant having been heard on his Motion the same is overruled  
Exon<sup>d</sup> Nov<sup>r</sup> 25. 1794 -

Exon 1<sup>st</sup> Nov 25. 1794—

Poster Esq<sup>n</sup>  
in  
book 2 at  
May 92 1793

Eliza Porter of Hadley in the County of Hampshire Defendant & the Plaintiff of the same County Plaintiff vs Joseph Joseph & Solomon Redwood Executors all of Amherst in the same County Deft in a Plea of Debt wherein the said Eliza demands against the S<sup>d</sup> M<sup>rs</sup> Joseph & Solomon One Thousand pounds which to him they owe & from him are justly detain & whereon the said Eliza complains &c as is particularly set forth in the Declaration on File &c This action was entered at the Term of this Court the third Tuesday of May A D 1793 & continued from Term to Term to this Time - but a former Term the Deft being three Times publicly called to come into Court made Default of appearance in Court, & the Cause from thence continued to this Time for Judgment - And now the Pl<sup>ff</sup> appears and prays Judgment - And it is considered by the Court that the said Eliza do recover against the S<sup>d</sup> M<sup>rs</sup> Joseph & Solomon One thousand pounds of lawfull Money with Costs of the Suit taxed at 3. 6. 9 - And that he may have his Exec for the sum of Forty two pounds Pennyworth & the same part of the Debt aforesaid, & for the Costs aforesaid

Exon. 1800. 25<sup>th</sup> 1794-

Benjamin Wolworth of Suffield in the County of Hartford State of Connecticut vs John P. Pinckney of Granville in the County of Hampshire Defendant. *Wolworth vs Pinckney*  
Sept 11. 1793. This action was entered at Sept 42. 1793.  
September Term 1793 & continued from Term to Term to this Time — and now neither Party appearing in Court this Case is dismissed

John Worthington of Springfield in the County of Hampshire vs Mary Elmer formerly Elmer his wife formerly Elmer Cooks widow & Philip of Canaan Cooks dec<sup>d</sup> Defts in a Plea as is at large set forth in the Declaration on File. *Worthington vs Elmer & Cooks*  
Sept 109 1793.  
This action was entered at September Term 1793 & continued from Term to Term to this Time — and now at this Time the 3<sup>d</sup> Parties being severally called to come into Court do not appear & this Case is therefore dismissed

William Brittain of Bradley in the County of Hampshire vs Eliza Porter of Hadley in the County of Hampshire Def<sup>t</sup> in a Plea as is set forth at large in the Declaration & This action was entered at September Term 1793 & continued from Term to Term to this Time — and now the Def<sup>t</sup> being three Times called to come into Court in vain. The Def<sup>t</sup> appears & prays for his Costs — Whereupon it is considered by the Court that the 3<sup>d</sup> Eliza do recover against the said William his Costs taxed at £ 4. 15. 0 & that of the Exor<sup>r</sup> at Dec 29. 1794 *William Brittain vs Eliza Porter*  
Sept 128. 1793

Samuel Dickinson Scat<sup>l</sup> & Eliza Porter vs John Smith of Hadley in the County of Hampshire & Samuel Smith of Hadley in the same County vs John Smith of Hadley in the same County Defts in a Plea as is at large set forth in the Declaration on File & This action was entered at September Term last & continued to this Time and now neither Party appearing this Case is dismissed *Dickinson vs Smith*  
Sept 155. 1793

Solomon Stoddard of Northampton in the County of Hampshire vs Mary Elmer formerly Elmer his wife the Exor<sup>r</sup> & the wife of Elmer Cooks Defts in a Plea as is at large set forth in the Declaration on File & This action was entered at January Term last & continued to this Time and now neither Party appearing this Case is dismissed *Stoddard vs Elmer & Cooks*  
Jan 60 1794

Oliver Phelps of Suffield in the County of Hartford and State of Connecticut vs Nathaniel Bates of Granville in the County of Hampshire Def<sup>t</sup> in a Plea as is at large set forth in the Declaration on File & This action was entered at January Term last and continued to this Time and now neither Party appearing this Case is dismissed *Phelps vs Bates*  
Jan 71. 1794

George Pitts &  
Warwick  
Jan<sup>y</sup> 25 1734

Samuel Gifford of Warwick in the County of Warwick from  
The Inhabitants of the Town of Warwick a several Letters  
in a Plea of the Case for that whereas the said Inhabitants on  
May 20<sup>th</sup> 1733 and the said Samuel then & there agreed  
with each other that the said Samuel should serve as a Soldier  
in the Continental Army for and in behalf of the said  
Inhabitants for the Term of three years then next ensuing or  
succeeding & in Consideration thereof the said Samuel should  
receive from said Inhabitants the Sum of thirty pounds  
L<sup>ts</sup> to be paid to the said Samuel by the said Inhabitants or  
Demand and the said Agreement so made as aforesaid by  
the said Samuel then & afterwards on the same Day at the  
Request of the said Inhabitants understood & faithfully promi-  
sed the said Inhabitants to perform full & keep in  
every part on his behalf to be fulfilled & kept in Con-  
sideration thereof the said Inhabitants then & there understood  
& faithfully promised the said Samuel the said Agreement to, full  
fill & keep in all Things on their part to be fulfilled & kept  
And the said Samuel in fact says, relying on the promise of the  
said Inhabitants so made as aforesaid he did serve them  
faithfully according to the Tenor Spirit & meaning of said  
Agreement that he in every thing therein contained on his  
part has faithfully kept & performed - Yet the said Inhabitants  
do request their Honours & Honours aforesaid have not  
fulfilled & kept such neglect - And also for that the  
said Inhabitants then & afterwards on the twenty eighth day of  
May 1733 being justly indebted to the said Samuel for his services  
& Labour before that Time done & performed for the said Inhabitants  
at their Instance & Request then & there in Consideration thereof  
promised the said Samuel the Sum of Sixty pounds L<sup>ts</sup> to be paid  
Money & the said Samuel or Demand - And also in that the  
said Inhabitants then & afterwards on the same day in Con-  
sideration that the said Samuel had before that Time at their special Request  
done & performed for them divers Services other than those before  
mentioned in the Oath above then & there faithfully promised the said  
Samuel to have him so much Money therefor as he was made ought  
to have & the said Samuel in fact says he ought to have a further  
Sum of Sixty pounds L<sup>ts</sup> of all which the said Inhabitants  
have 30<sup>th</sup> of the said Inhabitants the requested the  
Sum of Sixty pounds L<sup>ts</sup> or either of them have not paid but neglect it  
to the Damage of the said Gifford One hundred pounds L<sup>ts</sup> -  
The said Samuel composed an Oath sworn to by the said Samuel  
from Town to Town to the said Samuel - And again the said Samuel  
was sworn to by the said Samuel - And the said Samuel  
sworn to the 14<sup>th</sup> of June & signed the same & sworn to  
it and in that the said Samuel promised in manner and  
form as the said Samuel in his Declaration hath alleged & signed  
that he did serve on the said Samuel - And the said Samuel  
the said Samuel to the said Samuel & that the said Samuel  
should have received at the same time the said Samuel  
being demanded to come here to be sworn to the said  
Samuel to the said Samuel being duly sworn declare upon an  
Oath that the said Samuel did not promise in manner

and Simon arrived to the in the Declaration and thereupon it is considered by the Court that the said Substantive do remain against the said Samuel then Costs in defending the said Substantive L. Whereupon the 1<sup>st</sup> Term by a Motion & Return his Att<sup>r</sup> appears from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the last Tuesday of April next the recognitors with Securities as the Law directs for Samuel prosecuting his Appeal with Effect as by Subpoena on File does appear

Arrested by name of Springfield in the County of Hampshire Esq<sup>r</sup> John on the Estate of Charles Anderson late of Springfield died Esq<sup>r</sup> & Commissioner of the same Springfield Esq<sup>r</sup> & Esq<sup>r</sup> & Esq<sup>r</sup> as it is set forth in the Declaration on File & this Citation was entered at January Term last & continued to this Time and now neither Party appearing this Case is dismissed

Simon Substantive  
as  
Ashley  
Jan 94 1794

Giles Hubbard & John Montague exors & Simon Cooley Gut<sup>r</sup> of Sunderland in the County of Hampshire Esq<sup>r</sup> vs. John late of Sunderland aforesaid Clerk an absconding Debtor & Daniel Whitmore of the same Sunderland Esq<sup>r</sup> Esq<sup>r</sup> & Trustee of S<sup>r</sup> Isaac Defts in a Plea that he the S<sup>r</sup> Isaac render to them Three hundred pounds L<sup>rs</sup> which to them he owes & from them unjustly detains whereupon they say that the S<sup>r</sup> Isaac at Sunderland aforesaid on the 19<sup>th</sup> day of August last by his Writing obligatory under his hand & Seal acknowledged himself to be holden & stand firmly bound unto the S<sup>r</sup> Giles John & Simon a Committee appointed by the Town of Sunderland to act on their behalf in the Sum of three hundred pounds L<sup>rs</sup> to be paid them whenever after he should should be required & yet S<sup>r</sup> Isaac the requested hath not paid the same Sum or any part thereof to the S<sup>r</sup> or either of them but neglects it, and has absconded out of the Commonwealth so as his Goods or Estate cannot be attached S<sup>r</sup> Isaac having Goods Effects or Credits in the hands of said Daniel which he refuses to expose to View so that they can be attached to the Damage of the S<sup>r</sup> Three hundred pounds This Case was commenced at January Term last, when the S<sup>r</sup> appeared & the S<sup>r</sup> Daniel also came into Court, & prays liberty as Att<sup>r</sup> to the said Isaac that he may be admitted to defend the said, and he is allowed & and the said Daniel being now sworn in Court as the Statute directs & being examined Esq<sup>r</sup> that on October 19<sup>th</sup> last he received from said upon a Deed of Land in Sunderland, for which he executed to said Isaac a Bond conditioned for the payment of a 200 L<sup>rs</sup> to be paid S<sup>r</sup> Isaac upon a certain Condition as is fully set forth in the Examination on File & and the said Parties then agreed to refer this Case to the Judgment of David Incead Samuel Stenshaw & Esq<sup>r</sup> Matthew Esq<sup>r</sup> the Board of them or any two of them to be returned to the Court Judgment to be made up and Execution accordingly & when this Case was continued to the then next Term & from Term to Term to this Time & And now

Giles Hubbard & John Montague  
vs  
Simon Cooley  
Esq<sup>r</sup> & Esq<sup>r</sup>  
Jan. 100 1794

at this time she said. As thus appear and the expenses now come  
into Court then award that the said Giles, Simon & Timson in  
their Separately recover of said Asa Two hundred three pounds  
five shillings & six pence Damage & Cost of Refrence Taxes  
at Three pounds one shilling & five pence & Cost of Court Taxes  
by the Court. The monies paid by Capt. Whitmore since the  
Commencement of this Suit to the Town of Sunderland is to  
be deducted from the Damages sign<sup>d</sup> by the Referees.

Whereupon it is considered by the Court that the<sup>d</sup> Giles  
& Simon & Timson in their<sup>d</sup> Separately do recover against the  
said Asa Two hundred & three pounds five shillings &  
six pence Law<sup>d</sup> Money Damages & Cost of Refrence Taxes  
at 3<sup>l</sup> 1<sup>s</sup> 6<sup>d</sup> & the<sup>d</sup> of de. Known if Nov<sup>r</sup> 22<sup>d</sup> 1794

John's Ex<sup>r</sup> &  
Simon  
Jan 10 1794

Richard Parks of Walsall in the County of Staffordshire Esq<sup>r</sup> vs  
Gilbert Jenks of Southampton in the County of Hampshire Esq<sup>r</sup>  
Deft in a Plea of the Case for that the<sup>d</sup> Gilbert on July 13 1781  
sent a Note for Value rec<sup>d</sup> & promissed the<sup>d</sup> Parks to deliver him one  
hundred & forty seven Gallons of the best & purest Gold Blend  
as in usual Bottling for in tenders from the<sup>d</sup> Parks. The<sup>d</sup> Parks  
yet the<sup>d</sup> Gilbert the<sup>d</sup> requested has never paid the same but neg  
lects to the Damage of the<sup>d</sup> Parks two hundred pounds  
This action was entered at January Term 1782 & continues to  
this time. And now the<sup>d</sup> Parks appears & the<sup>d</sup> Deft the<sup>d</sup> time  
times called to come into Court makes Default & appears  
here Whereupon it is considered by the Court that the<sup>d</sup> Parks  
do recover against the<sup>d</sup> Gilbert Fifty nine pounds  
ten shillings & five pence Law<sup>d</sup> Damages & Cost of Suit taxes  
at 5<sup>l</sup> 18<sup>s</sup> 9<sup>d</sup> & the<sup>d</sup> of de. Known if Nov<sup>r</sup> 24<sup>th</sup> 1794

Richardson &  
Parks  
Jan 10 1794

James Jackson of Boston in the County of Suffolk Esq<sup>r</sup> vs  
Matthew Bates of Providence in the County of Providence Esq<sup>r</sup>  
Deft in a Plea of the Case for that the<sup>d</sup> Bates on the 1<sup>st</sup> of  
July 1781 sent a Note for Value rec<sup>d</sup> & promissed the<sup>d</sup> Jackson to  
deliver him one hundred & forty seven Gallons of the best & purest  
Gold Blend as in usual Bottling for in tenders from the<sup>d</sup> Bates. The<sup>d</sup> Bates  
yet the<sup>d</sup> Jackson the<sup>d</sup> requested has never paid the same but neg  
lects to the Damage of the<sup>d</sup> Jackson two hundred pounds  
This action was entered at January Term 1782 & continues to  
this time. And now the<sup>d</sup> Bates appears & the<sup>d</sup> Deft the<sup>d</sup> time  
times called to come into Court makes Default & appears  
here Whereupon it is considered by the Court that the<sup>d</sup> Bates  
do recover against the<sup>d</sup> Jackson Fifty nine pounds  
ten shillings & five pence Law<sup>d</sup> Damages & Cost of Suit taxes  
at 5<sup>l</sup> 18<sup>s</sup> 9<sup>d</sup> & the<sup>d</sup> of de. Known if Nov<sup>r</sup> 24<sup>th</sup> 1794

Richardson &  
Parks  
Jan 10 1794

John Jackson of Providence in the County of Providence Esq<sup>r</sup> vs  
Matthew Bates of Providence in the County of Providence Esq<sup>r</sup>  
Deft in a Plea of the Case for that the<sup>d</sup> Bates on the 1<sup>st</sup> of  
July 1781 sent a Note for Value rec<sup>d</sup> & promissed the<sup>d</sup> Jackson to  
deliver him one hundred & forty seven Gallons of the best & purest  
Gold Blend as in usual Bottling for in tenders from the<sup>d</sup> Bates. The<sup>d</sup> Bates  
yet the<sup>d</sup> Jackson the<sup>d</sup> requested has never paid the same but neg  
lects to the Damage of the<sup>d</sup> Jackson two hundred pounds  
This action was entered at January Term 1782 & continues to  
this time. And now the<sup>d</sup> Bates appears & the<sup>d</sup> Deft the<sup>d</sup> time  
times called to come into Court makes Default & appears  
here Whereupon it is considered by the Court that the<sup>d</sup> Bates  
do recover against the<sup>d</sup> Jackson Fifty nine pounds  
ten shillings & five pence Law<sup>d</sup> Damages & Cost of Suit taxes  
at 5<sup>l</sup> 18<sup>s</sup> 9<sup>d</sup> & the<sup>d</sup> of de. Known if Nov<sup>r</sup> 24<sup>th</sup> 1794

worth at the time a pound & 2<sup>d</sup> said sum that this were reasonably worth the sum of twenty seven pounds twelve shillings of which said sum said Noble did pay the other eight pounds & 6<sup>d</sup> performed his said promise but englobed it to the Damage of 8<sup>d</sup> said Twenty pounds — This Case was commenced at January Term last and continued to this time — And now the W<sup>th</sup> appears by John Phelps Sen<sup>r</sup> Gent<sup>l</sup> his Att<sup>y</sup> and the Deft<sup>y</sup> by Joseph Lyman Esq<sup>r</sup> his Att<sup>y</sup> corner & depends the same & inquiry where & when the said he never promised in manner & form as the W<sup>th</sup> in his Declaration against him hath alleged & thereof puts himself on the Country — And the J<sup>th</sup> otherwise — Whereupon a Jury at this time returned & imprisoned at the Statute directs, being now sworn to try the Issue, declare upon their oath that they find the Deft<sup>y</sup> did not promise in manner & form as is set forth in the Declaration — Wherefore it is considered by the Court that the P<sup>r</sup> do recover against the D<sup>r</sup> his costs in defending this Suit taxed at £ 3. 16. 4

And thereupon the P<sup>r</sup> do now here in Court in his own Person appears from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton & pursuant on the last Tuesday of April next & he re-appears with Counsel for his prosecuting his Appeal with Effect as by P<sup>r</sup>rogative or Rule does appear —

Benjamin Baker of Kings County & State of New York Carpenter, P<sup>r</sup> vs John Edman of Orange in the County of Hampshire Gent<sup>l</sup> Deft<sup>y</sup> in a. Plea. That he render him £150 — L<sup>th</sup> to which he owes & immediately detains from him, for that S<sup>d</sup> Oliver at Springfield on August 4 1789 by his Writing obligatory sealed with his Seal acknowledged himself held & firmly bound to S<sup>d</sup> Benjamin in the sum of £150 L<sup>th</sup> to be paid to S<sup>d</sup> Benjamin or his Heirs when thereto required Yet the often requested S<sup>d</sup> Oliver has never paid the same but neglects it to the Damage of S<sup>d</sup> Benjamin £150 — This Case was entered at January Term last & continued from Term to Term to this time at the last Term the Deft<sup>y</sup> appeared & confessed the performance of the Bond aforesaid & prays Judgment as & the Case was then continued for Judgment to this time — And now the P<sup>r</sup> appears & prays Judgment — And it is considered by the Court that S<sup>d</sup> Benjamin do recover against the D<sup>r</sup> Eighty one pounds twelve shillings & their sum of costs & every Deft<sup>y</sup> & Costs of which taxed at £ 6. 0. 11 & thereupon by Court Nov. 17<sup>th</sup> 1794 —

Henry Thier of Boston in the County of Suffolk Esq<sup>r</sup> Administrator on the Estate of Thomas Flewter late of Boston aforesaid Esq<sup>r</sup> vs John Smith of Hadley in the County of Hampshire Gent<sup>l</sup> Deft<sup>y</sup> in a Plea of Ejectment wherein he demands against said John the possession of a certain Tract of Meadow and lying & being in Hadley aforesaid at a Place called Stone upon the same being part of a Tract or piece of land formerly owned by one Ebenezer Pomeroy & by him conveyed to Jedon Lyman late of Northampton in S<sup>d</sup> County Esq<sup>r</sup> deceased the whole of the original Lob of which the P<sup>r</sup> demands Jan<sup>y</sup> 1208. 1794

March 24<sup>th</sup> 1847

[illegible]

crabons did give grant bargain sell & convey the said demanded premises with other land in the same tract mentioned with the appurtenances to the said Thomas Flucker then in full life & sold the same to him his heirs & assigns forever on condition however in the said Deed mentioned expressed by some of which Deed the said Thomas Flucker became instantly seized of the said demanded premises in his Demerue as of the taking the profits thereof to the Value of three pounds by the year & ought to have remained in possession thereof - And that the said Woodruff hath yett Entry made by said Gideon Lyman who in the Life Time of the said Thomas Flucker did enter into Possession of the demanded premises without any Right so to do & though did deprive the said Thomas and unjustly depose & keep him out of the same & the said Woodruff doth also depose & keep out from the possession thereof the said Henry & the said Henry says he ought to be in possession of the said demanded premises to administer thereon according to Law to the Damage of the said Henry sixty pounds -

This Case was commenced at the last January Term & continued from Term to Term to this Time - And now the Plaintiff appears & the Defect the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Henry do recover against the said Woodruff Possession of the demanded premises unless the said Woodruff shall in two months pay the said Henry One hundred & fifty ten pounds four shillings & ten pence lawful money & the Costs of this Suit taxed at £ 0. 10. 5 & thereupon  
 Whithoff 20<sup>th</sup> of Jan<sup>y</sup> 1795 -

Benjamin Colburn of Stafford in the County of Tolland & State of New Britain is Samuel Smith Gent<sup>l</sup> Plaintiff or Bel. Brigham of New Hartford & Higham in the County of Berkshire Defendants Deft<sup>s</sup> in a Plea of the said Case for that the said Bel at Northampten on December 1<sup>st</sup> 1783 Jan 21<sup>st</sup> 1794 was justly indebted to the said Benjamin in the sum of Four pounds seven shillings & two pence & a half according to the Account annexed to the Plea & in Consideration thereof promised the said Benjamin to pay him the same sum on Demand & yet the said Bel the defendant has never paid the same but in default of it to the Damage of said Benjamin Ten pounds - This Action was entered at January Term last & from thence continued from Term to Term to this Time - And now the Plaintiff appears - And the Defect the three Times called to come into Court makes Default of Appearance here wherefore it is considered by the Court that the said Benjamin do recover against the said Bel Three pounds seven shillings lawful Money Damages & Costs of Suit taxed at £ 2. 10. 0 & thereupon  
 Execut<sup>d</sup> Nov. 19 1794 -

John Dunmore of Cooperstown in the State of New York Plaintiff Joseph McIntock of Mendon in the County of Worcester Def<sup>t</sup> in a Plea as is set forth in the Declaration or Plea  
 This Case was commenced at January Term last & continued to this Time - And now the Plaintiff being called is Mournful the Defect of appearance & judgment for his Costs - And it is considered by the Court that the said Joseph do recover against the said John his Costs taxed at £ 5. 10. 0 & thereupon

Harrison  
Lapham  
Jan 29<sup>th</sup> 1794

Reuben Harrison of Thaport in the County of Hampshire  
State of Vermont Gent<sup>l</sup> vs. James Lapham of Brookfield  
in the County of Worcester Gent<sup>l</sup> & Deputy Sheriff of said Co.  
The of the Case for that James Lapham on September 4  
1793 by his Note, did deliver and promised the of to pay him  
sixteen pounds, thirteen shillings & 6<sup>p</sup> in six months, with  
interest. Yet James Lapham has never paid the same  
but ought it to the Damage of said Reuben £25 —  
This Action was entered at the January Term last & continued  
to this Term & And now the of appears & the Def<sup>t</sup> the  
the Times called to come into Court on the Default of  
Appearance here Where for it is considered by the Court  
that the said Reuben do recover against said James Lapham  
ten pounds, thirteen shillings & six pence Damages & costs  
of which taxed at £4.15.3 & the of do. From of<sup>th</sup> Nov<sup>r</sup> 29 1794

Spicer vs  
Holland  
Jan 26<sup>th</sup> 1794

Isabel Spicer of Greenbush in the State of New York vs. William  
Holland of Park Holland of Pelhamstown in the County of Hampshire  
The of Def<sup>t</sup> in a Case as is set forth in the Declaration  
on our file. This Action was entered at the January Term  
last & continued to this Term & And now the of being  
the Times called is Wherein the Def<sup>t</sup> appears & prays  
a judgment for his Costs And it is considered by the  
Court that the said Park do recover against Isabel his  
Costs taxed at £ & the of do.

Chapman vs  
Hanna  
Jan 26<sup>th</sup> 1794

Daniel Chapman of Middlefield in the State of Hampshire  
vs. Hannah Apper of North Ferris in the same County  
Woman vs. Woman. Proven the Declaration of David Hazard Esq<sup>r</sup>  
in which Case the of Def<sup>t</sup> is set forth in the Declaration on our file &  
a Case as is set forth in the Declaration on our file &  
This Action was entered at the January Term last when the  
Parties appeared & agreed to refer the Case to the Judgment and  
Determination of William Dager Esq<sup>r</sup> & John Lovell & Edward  
Lynch the Award of them to give £200 to the Def<sup>t</sup> & to be  
inducted into the Court Judgment to be made as a From  
of paid accordingly. Which Agreement of the Parties was  
then made the Rule of the Court in the Case & the Def<sup>t</sup> was  
inducted from Term to Term but the Parties did not appear  
the Parties appear & the Referees appear send into Court  
their Award & say that Daniel do recover against Hannah  
his Cost taxed at £ & the Court do order William Dager  
& Costs of Court to be paid by the Def<sup>t</sup> &  
Whereupon it is considered by the Court that Daniel do re-  
cover against Hannah the £200 & the Costs of the Def<sup>t</sup> &  
and the Court do award a Fine of £100 & the of do.  
From of<sup>th</sup> Nov<sup>r</sup> 27 1794 —

Rever  
Hanna  
Jan 26<sup>th</sup> 1794

James P. of Greenbush in the County of Hampshire vs. William  
Holland of Park Holland of Pelhamstown in the County of Hampshire  
The of Def<sup>t</sup> in a Case as is set forth in the Declaration  
on our file. This Action was entered at the January Term  
last & continued to this Term & And now the of being  
the Times called is Wherein the Def<sup>t</sup> appears & prays  
a judgment for his Costs And it is considered by the  
Court that the said Park do recover against Isabel his  
Costs taxed at £ & the of do.

This action was entered at January Term last Jonathan L. from Town  
to Town to this Time — And now at this time the Plf appears by  
John Hooker Esq<sup>r</sup> his Att<sup>y</sup> & the Def<sup>t</sup> by Simeon Strong Esq<sup>r</sup> his Att<sup>y</sup>  
comes and defends the Fore and Injury when and  
where he ought and for Plea says he never promised in manner  
& form as set forth in the Declaration & thereof puts himself  
on the Country — And the Plf reserving liberty of coming  
the June term & on the 6<sup>th</sup> of June says the Plea of the Def<sup>t</sup> in  
manner & form above pleaded is insufficient & that he is  
not by the Laws of the Land bound to answer the same & that  
may Judgment — And the Def<sup>t</sup> presenting to the Court  
a billon says the said Plea is sufficient — Whereupon  
all and singular the premises being seen & by the Court  
considered, it appears to the Court that the Plea aforesaid  
of the Def<sup>t</sup> Samuel by him pleaded in the Matter therein con-  
tained is full & sufficient answer to the Declaration of  
the said Samuel & that the said Samuel by his Plea aforesaid  
ought to receive nothing — Therefore it is considered by  
the Court that the said Samuel by his Plea aforesaid do re-  
ceive nothing but that for his groundless claim he be  
in money — And it is further considered that the said  
Def<sup>t</sup> do recover against Samuel his Costs in defending  
this suit taxed at £ — Whereupon the said  
Samuel by William Colman Esq<sup>r</sup> his Att<sup>y</sup> appeals from  
the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton aforesaid on the last Tuesday  
of April next & he recognizes with sureties for default  
prosecuting the same with effect & —

Hyde  
as  
William Hyde of Westminster in the County of Windham  
State of Vermont Yeoman alias Gentleman. Plf. vs. Joseph Dickinson  
son of Granville in the County of Hampshire Yeoman Def<sup>t</sup> In  
a Plea of the Case for that whereas the said Joseph at Westminster  
aforesaid to wit at Greenfield on the twenty Ninth Day of Novem<sup>r</sup>  
last in consideration that the Plf. had then and there sold and  
delivered him a certain Horse of the Value of Forty Pounds law-  
ful money promised the Plf. that he would pay him that Sum  
on Demand with Interest yet he hath never paid the same  
but hath only paid Eighteen Pounds part thereof & refuses to  
pay the Residue tho' requested To the damage of the said Wil-  
liam Thirty Pounds —

This Case was commenced at the last May Term and con-  
tinued from Term to Term to this Time The Plf appears by  
John Hooker Esq<sup>r</sup> his Att<sup>y</sup> And the Def<sup>t</sup> by John Phelps Jun<sup>r</sup>  
his Att<sup>y</sup> comes and defends the Fore and Injury when and  
where he ought and for Plea says he never promised the Plf.  
in manner and form as the Plf. in his Declaration against  
him hath alledged and thereof puts himself on the Country  
by John Phelps Jun<sup>r</sup> And the said Court reserves Liberty to  
Plead anew on the Appeal now says that the Plea aforesaid  
pleaded in manner and form as aforesaid is insufficient

for want of sufficient Plea he prays the Judgment for his Damages and Costs And said Joseph consenting to said Reservation says the Plea is sufficient.

Whereupon all and singular the Premises being seen and by the Court understood It appears to the Court that the Plea aforesaid of the said Joseph by him Pleaded and the Matters therein contained is a full & sufficient Answer to the Declaration of the said William And that the said William by his Plea aforesaid ought to receive nothing (Therefore it is considered by the Court that the said William by his Plea aforesaid do receive nothing but that for his groundless Claims he be in Mercy &c. And it is further considered that the said Joseph do recover against the said William his Costs in Defending this Suit taxed at £3. 10. 6

Whereupon the said William by William Coleman Esq<sup>r</sup> his Atty appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hamp<sup>shire</sup> there on the last Tuesday of April next And he recognizeth with Sureties for the said William prosecuting his Appeal with Effect as by said Recognizance on file does appear.

Thilbe vs  
Holland  
May 23 1794

Lerah Thilbe of Somers in the County of Tolland in the State of Connecticut Yeoman Plf vs Abel Allen of Ashfield in the County of Hampshire Yeoman Def<sup>t</sup> In a Plea of the Case as is set forth at large in the Declaration on file.

This Case was commenced at the last May Term and continued from Time to Term to this Time And now at this Time neither Party appearing this Case is dismissed.

Graves vs  
Sanderson  
May 4 1794

Elizabeth Graves of Sunderland in the County of Hamp<sup>shire</sup> Widow Plf vs Stephen Staveland and David Staveland both late of Smeeth in the County of said Absconding Debtors and James Sampson Yeoman of Smeeth in County of said last of the said Stephen and David Def<sup>t</sup> In a Plea of Assumpsit the Case is that the said Stephen and David at Smeeth on the nineteenth day of October last past by their Act of that Date for Value Received from and the said Elizabeth to pay her Order the Sum of Twenty one Pounds lawful Sterling and the same sum in England Money for Demand Interest till paid yet the said Stephen and David have not nor hath either of them paid the contents of said Order any part thereof to the said Elizabeth but unjustly neglect and refuse to do it and both the said Stephen and David are out of this Commonwealth & so conceal themselves and their Estate that neither can be found

or come at to be attached: So the Damages of the S<sup>r</sup> Huldah been  
 by six Pounds - This Case was entered at the last May Term at  
 which Time the Agent comes and was sworn as the Lawdire to  
 Testifies that at the Time of the service of the Writ upon him he had  
 in his Possession a Barrel of New England Rum containing about  
 Thirty one or Thirty two Gallons the Estate of the S<sup>r</sup> Stephen & David &  
 the said Agent further Testifies that he had no other Estate in his  
 Hands at the Time aforesaid - When the Case was continued  
 from Term to Term to this Time. And now at this Time the Writ  
 bears And the said Stephen and David tho' three called to come  
 in to Court makes Default of appearance here - Whereupon  
 it is considered by the Court that the said Huldah do recover of  
 the said Stephen and David Twenty Pounds Three Shilling and  
 ten Pence of Lawful money Damages and Costs of Suit Taxed at  
 £ 2.18.6 And there of &c.

Execution Issued Nov<sup>r</sup> 19<sup>th</sup> 1794

Miller vs  
 Leonard J<sup>r</sup>

May 26 1794

Johnson vs  
Hemmenway  
May 30 1794

Nicah Johnson of Worcester in the County of Worcester Gentleman  
Plt vs Samuel Hemmenway of Greenwich in the County of  
Hampshire Indholder & cts In a Plea of the Case for that said  
Samuel at said Greenwich on the twenty second Day of November  
last by his Note of that date for Value Received promised the  
Plt to pay him the sum of seven Pounds seven Shillings &  
two Pence lawful Money by the first Day of April then next  
with Use (bearing) Interest yet said Samuel tho often  
requested has never paid the same but neglects it to the Dam-  
age of the said Nicah Fifteen Pounds & This Case was  
commenced at the last May Term and continued from Term  
to Term till this Time And now at this Time the Plt appears  
And the Deft tho three Times called to come into Court makes  
Default of appearance here Whereupon it is considered by the  
Court that the Plt do recover of the said Samuel the Deft

Benny Stew vs Benjamin Stow of Granville in the County of Hampshire  
Stow vs Elihu Stow of <sup>Middlesex</sup> Granville in the County of  
May 7 1794 ~~Woman~~ of Middlesex and late of Connecticut Woman  
Administrator on the Estate of Elihu Stow of said

In a Plea of the Case for that the said Elihu at D Northamp-  
ton on the fourteenth Day of December in the year of our Lord  
one Thousand seven Hundred and eighty eight being then  
in full life was justly indebted to the Plt in the sum of thirty  
five pounds lawful Money for Goods Wares and Merchandises  
then by him sold & delivered by the Plt to the said Elihu  
and his said Estate and request in & being so Indebted  
the said Elihu in and before in his Life Time undertook  
and to the Plt faithfully promised to pay him the same Sum  
when ever after he should be lawfully requested also for that  
the said Elihu at Northampton on the same fourth Day of  
August in the year of our Lord one thousand eight hundred  
being then in full life was justly indebted to the Plt in  
the sum of thirty five Pounds lawful Money for Labour  
and Services then before that time done and performed by  
the Plt for the said Elihu at his special Instance & Request  
and being so Indebted the said Elihu in his Life time  
then and there undertook & to the Plt faithfully promised to  
pay him the same last mentioned Sum whenever after he  
should be lawfully requested also for that the said Elihu at  
Northampton on the same fourth Day of August being then

in full Life was Justly Indebted to the Plf in one other Sum of Ser  
 ty five Pounds Lawful money for so much Money there before that time  
 by the said Eliakim of the Plf had and received to his use & being so  
 Indebted the said Eliakim then and there in consideration thereof  
 undertook and to the Plf faithfully promised to pay him the same  
 last mentioned Sum when ever after he should be thereunto request  
 ed Yet the said Eliakim in his Life Time did not & the said Elihu  
 since the Decease of the said Eliakim hath not tho often there to re-  
 quested ever paid the Plf either of the Sums aforesaid or in any  
 way performed either of the Promises aforesaid but the said Eliakim  
 in his Life Time did wholly neglect and refuse and the said Elihu  
 since the Decease of the said Eliakim hath wholly neglected &  
 refused and still doth unjustly neglect and refuse to do the same  
 To the Damage of the said Benjamin One Hundred Pounds  
 This Case was <sup>continued at the last Pleas Term</sup> continued from Term to Term till this Time  
 And now at this Time the Plf appears by Wm<sup>ly</sup> Gent<sup>r</sup> his Att<sup>y</sup>  
 and the Def<sup>t</sup> by Joseph Symar Jun<sup>r</sup> Esq<sup>r</sup> his Att<sup>y</sup> comes & defends  
 the fore and Injury where and for Plea says the said Eliakim never  
 promised in Manner and form as the Plf in his Declaration a-  
 gainst him hath alledged and therewith puts himself on the Country  
 and the Plf likewise. A Jury now returned and impan-  
 nelled as the Law requires and being sworn to try the Issue  
 declare upon their Oath that they find the said Eliakim the In-  
 debted promised in Manner and form as is set forth in the  
 Declaration And Apts Damages for the Plf at £38. 13. 11  
 and thereupon it is considered by the Court that the said Benjamin  
 do recover against the said Elihu in his Capacity Thirty eight  
 Pounds thirteen shillings and Eleven Pence Damages and  
 costs of Suit Taxed at £13. 17. 7. Whereupon  
 the said Elihu by his Att<sup>y</sup> aforesaid appeals from the Judgment  
 of this Court to the Supreme Judicial Court next to be holden  
 at Northampton aforesaid on the last Tuesday of April next  
 and he recognises with Sureties as the Law directs for his  
 prosecuting the same with Effect &c.

William White of Chichester in the County of Hampshire Yeoman White vs  
 Plf vs James Campbell Jun<sup>r</sup> of Southwick in sd County Yeoman Campbell  
 and Samuel Carnahan of Biamford in the County aforesaid  
 Def<sup>t</sup>s In a Plea <sup>Indisposition</sup> of the Case for that the said James Campbell Jun<sup>r</sup>  
 and Samuel Carnahan at said Biamford on the fourth Du  
 of July in the Year of our Lord Seventeen Hundred and Ninety  
 Three by their Notes in Writing under their Hands of that  
 Date for Value Rec<sup>d</sup> promised said William to pay him or

White vs  
 Campbell  
 May 13 1794

Order the Sum of Six Pounds meaning Lawful Money worth of  
Heat Cattle to be appraised by Indifferent Men to be paid by the  
first of October then next with the lawful Interest till paid  
and said William avers that on the first Day of October & ever  
before he was ready to receive said Heat Cattle yet said James &  
Samuel nor either of them tho often thereto requested hath not  
paid the same but unjustly neglected it To the Damage of the  
William Ten Pounds -

This Case was commenced at the last May Term and contin-  
from Term to Term till this Time And now at this Time the  
Plf appears by John Phelps Junr Gent his atty And the Defd<sup>ts</sup> the  
three Times called to come into Court makes Default of appear-  
ance here - Whereupon it is considered by the Court that the  
Plf do recover of the said James and Samuel Six Pounds Nine  
Shillings & Tenpence of Lawful Money Damages and Costs of  
Suit Taxed ... .. £ 2 - 7

Wm Sizer vs  
Wm Cooley & al  
May 7<sup>th</sup> - 1794

William Sizer of Chester in the County of Hampshire Deputy  
Sheriff under Elisha Porter Esq Sheriff of the County of said Plf  
vs William Cooley of Granville in said County Yeoman and  
Jonathan Tillotson Junr of said Granville Yeoman Defd<sup>ts</sup> In a  
Plea of Trespass on the Case for that whereas the sd Wm Jonathan  
by the Name of Jonathan Tillotson in sd County at Springfield  
by a certain Note or Letter in Writing under their Hands dated  
the twenty sixth day of September Seventeen Hundred & Ninety three  
acknowledged that they had received of sd Sizer two Horses worth  
Thirty Pounds lawful Money which Property meaning which  
Horses the sd Wm Cooley and Jonathan Tillotson Junr for Value  
Received promised sd Sizer to deliver to him on Demand or  
pay the Contents of an Execution and Costs in favour of Nathl  
Bates against our Abel Tillotson being fourteen Pounds ten Shillings  
and ten Pence lawful Money and also for that the sd William Cooley  
Junr and Jonathan Tillotson Junr by the Name of Jonathan Tillotson  
afterwards at Springfield viz the twenty sixth Day of Sept last  
past by a certain Writing under their Hands of that Date ack-  
nowledged that they had received of Wm Sizer Deputy Sheriff two  
Horses worth thirty Pounds lawful Money which were taken by sd  
Sizer in sd Capacity to satisfy an Execution in favour of our Nathl  
Bates vs our Abel Tillotson which Property meaning which Horses  
the sd Wm Cooley and Jonathan Tillotson Junr for Value Received then &  
then promised sd Sizer to deliver to him on Demand or pay the Con-  
tents of sd Execution being fourteen Pounds ten Shillings and ten Pence  
and ten Pence lawful Money and Costs meaning the sd Officers

Fees being one Pound six shillings and four Pence yet <sup>d</sup> Wm Jon & Tillotson Jun<sup>r</sup> tho often requested to deliver the <sup>d</sup> Horses or pay the contents of <sup>d</sup> Exec<sup>n</sup> have neglected to do or perform or either of the Promises aforesaid but unjustly neglect & refuse to perform them or either of them to the Damage of the <sup>d</sup> Wm Sizer twenty Pounds.

This Case was commenced at the last May Term & continued from Term to Term till this Time And now at this Time the <sup>d</sup> Pl<sup>y</sup> appears by John Phelps Jun<sup>r</sup> Gent<sup>l</sup> his Att<sup>y</sup> And the Def<sup>t</sup> likewise by George Blip Esq<sup>r</sup> their Att<sup>y</sup> comes and defends the force & Injury when &c & for Plea say they never promised the Plaintiff in Manner and form as the <sup>d</sup> Pl<sup>y</sup> in his Declaration hath alledged against them and thereby put themselves on the Country And the <sup>d</sup> Wm likewise

And for further Plea by leave of the Court then first had & obtained in this behalf the <sup>d</sup> William Coolidge Jun<sup>r</sup> & John Tillotson Jun<sup>r</sup> say that the <sup>d</sup> Sizer ought not to have and maintain his Action against them because they say that the <sup>d</sup> Sizer long before on the <sup>d</sup> twenty sixth Day of Sept<sup>r</sup> the Time of the <sup>d</sup> several supposed undertakings & Promises in the <sup>d</sup> Pl<sup>y</sup> Declaration alledged was & always he thereto has been a Deputy Sheriff for the County of Hampshire under & under Clerk Porter Esq<sup>r</sup> Sheriff of <sup>d</sup> County to wit at Northampton afores<sup>d</sup> & that the <sup>d</sup> Sizer so being Deputy Sheriff as afores<sup>d</sup> on <sup>d</sup> twenty sixth Day of Sept<sup>r</sup> had and held in his Possession the <sup>d</sup> Exec<sup>n</sup> in favour of the said Nathaniel Bates against the said Abel Tillotson mentioned in the <sup>d</sup> Pl<sup>y</sup> Declaration to serve and execute according to Law and the said Wm Sizer so possessing and holding the same &c. Horses mentioned in the <sup>d</sup> Pl<sup>y</sup> Declaration as the proper Goods & Estate of <sup>d</sup> Abel Tillotson and ought to have retained the same Horses in his Custody untill he should sell the same at Public Vendue and being so possessed of the same Horses by Virtue of <sup>d</sup> Execution then & there corruptly & fraudulently took & received the <sup>d</sup> several Writings mentioned in the <sup>d</sup> Pl<sup>y</sup> Declaration contrary to Law by Colour of his <sup>d</sup> Office for ease & favour shewn to the <sup>d</sup> Abel Tillotson & discharged the same Horses out of his Custody And the <sup>d</sup> Wm Coolidge Jun<sup>r</sup> & Jonathan Tillotson Jun<sup>r</sup> then & there made & executed the same Writings to the <sup>d</sup> Sizer for ease and favour so shewn to the <sup>d</sup> Abel by said Sizer by Colour of his said Office all which they are ready to verify whereupon they pray Judgment if the <sup>d</sup> Sizer ought to maintain his <sup>d</sup> Action against them and Judgment for their Costs.

And the <sup>d</sup> Wm Sizer by his Att<sup>y</sup> afores<sup>d</sup> saith that he by reason of any thing by the <sup>d</sup> Tillotson and Coolidge above in their Plea afores<sup>d</sup> alledged ought not to be precluded from having or maintaining his Action afores<sup>d</sup> against the <sup>d</sup> Def<sup>t</sup> but because protesting against this to wit that the <sup>d</sup> Sizer ought to have retained the <sup>d</sup> Horses in his Custody untill he should sell the same at Public Vendue in Manner & form as the Def<sup>t</sup> in their Plea afores<sup>d</sup> have alledged for Replication in this behalf the <sup>d</sup> Sizer says that being possessed of <sup>d</sup> Horses by Virtue of the <sup>d</sup> Exec<sup>n</sup> mentioned in <sup>d</sup> Plea

of said Def<sup>ts</sup> he did not then and there corruptly & fraudulently take and receive the said several Writings mentioned in the Pl<sup>ff</sup> Declaration and as mentioned in the Def<sup>ts</sup> Plea Contrary to Law by Colour of the Plaintiffs Office for ease and favour shewn the said Abel Tiltotson nor did the Pl<sup>ff</sup> discharge the same Horses out of his Custody nor did the Defendants then & there make & execute the same Writings to the Pl<sup>ff</sup> for ease and favour so shewn to the said Abel by the said Sizer by Colour of his said Office & Contrary to Law in Manner and Form as the Def<sup>ts</sup> have above in Pleading alledged & this the Pl<sup>ff</sup> prays may be enquired of by the Country -

And the<sup>s</sup> W<sup>m</sup> Cooley Jun<sup>r</sup> & Jonathan Tiltotson Jun<sup>r</sup> say that the Replication of the Pl<sup>ff</sup> by him above in replying as above Pleaded and the matters therein contained are insufficient in Law to maintain the Pl<sup>ff</sup>s Action against them the<sup>s</sup> W<sup>m</sup> Cooley & Jon<sup>r</sup> Tiltotson & to the said Replication in Manner & Form aforesaid pleaded they have no necessity nor are bound by the Law of the Land in any Manner to answer and this they are ready to verify Wherefore for Want of a sufficient Replication of the Pl<sup>ff</sup> in this behalf the same William Cooley & Jonathan Tiltotson pray Judgment and that the Pl<sup>ff</sup> may be precluded from his Action aforesaid there against them had & Judgment for their Costs - And for Causes of Demurrer according to Law & the Statute in such cases made and provided the<sup>s</sup> Cooley and Tiltotson the Def<sup>ts</sup> do set down and shew to the Court here the following Causes to wit -

1 Because the<sup>s</sup> Replication is double & attempts to put in Issue divers distinct and separate Matters whereas only one single Matter should have been put in Issue -

2 Because the<sup>s</sup> Replication concludes to the Country whereas it ought to have concluded with an averment & ought to have traversed the facts alledged in the Def<sup>ts</sup> Plea -

3 Because by the said Replication the Pl<sup>ff</sup> hath attempted to put in Issue to the Country as well Matters of Law as of fact and is insufficient Multijarious & Wants Form -

And the Sizer by his Atty aforesaid says the Replication aforesaid by him above Pleaded and the Matters therein contained are sufficient in Law to maintain the Pl<sup>ff</sup>s Action against the Def<sup>ts</sup> which said Replication and the Matter in the same contained the Pl<sup>ff</sup> is ready to verify & as the Court shall direct and because the Def<sup>ts</sup> have not answered that Replication nor in any way hitherto denied the same the Pl<sup>ff</sup> prays Judgment and that his Damages and Costs in the Premises may be adjudged him - Whereupon all and singular the Premises being seen and by the Court understood it appears to the Court that

the Replication aforesaid of the <sup>d</sup> Sizer by him pleaded and the Matters there  
in contained are insufficient &c

10

Therefore it is considered by the Court that the said Wmsizer by his Plea  
aforesaid do receive nothing but that for his groundless Claim he be in  
mercy &c And it is further considered that the <sup>d</sup> Cooley and  
Tillotson do recover against the <sup>d</sup> Sizer their Costs in defending  
this Suit Taxed at £2-17-0

Whereupon the <sup>d</sup> Sizer appeals from the Judgment of this Court  
to the Supreme Judicial Court to be holden at Northampton  
and for the County of Hampshire on the last Tuesday of April  
next And he recognizeth with Sureties for his prosecuting his <sup>d</sup>  
Appeal with Effect as by said Recognizance on file does appear

Mabel Cooley of Long Meadow in the County of Hampshire W<sup>id</sup> Mabel Cooley vs  
vs William Hancock of Enfield in the County of Hartford & State of Hancock  
Connecticut Blacksmith Def<sup>t</sup> In a Plea &c as is set forth in the  
Declaration on File &c This Action was entered at the last May Term and contin<sup>d</sup>  
to this Time And now neither Party appear<sup>ing</sup> this Case is dismissed  
May 05 1794

William Scott of Palmer in the County of Hampshire Esq<sup>r</sup> Pl<sup>f</sup> vs Scott vs  
Benjamin Thompson of Ware in County Yeoman Def<sup>t</sup> In Thompson  
a Plea of the Case &c as is set forth in the Declaration on File May 06 1794  
&c This Action was entered at the last May Term and contin<sup>d</sup>  
to this Time and now neither Party appearing this Case is  
dismissed

Benjamin Lathrop of Worthington in the County of Hampshire Lathrop vs  
Gentleman Pl<sup>f</sup> vs Jeph Smith of said Worthington Trader Def<sup>t</sup> Smith  
In a Plea of Trespass on the Case for that Whereas on the first day  
of May current at Worthington aforesaid in Consideration that  
the said Benjamin had then before that Time found & provided di  
vers Quantities of Spirituous Liquors provisions & supplies to &  
for the use of the <sup>d</sup> Jeph his Servants Horses & Cattle at his special  
Instance and request & had before that boarded lodged & entertained  
the said Jeph & his Servants Friends & Dependents at his like request  
and had done and performed divers services labour & work for  
the said Jeph and at his like Instance & for his benefit in & about  
the Transactions the business & Affairs of the said Jeph & had in the <sup>d</sup>  
Business performed several Journeys and had before that time found  
and provided hay and Grass & Oats for the Horses and Cattle of the  
<sup>d</sup> Jeph and had fed and pastured & attended the same at his like In  
stance & for his use and benefit with the said Jeph then and there un  
dertook and faithfully promised the <sup>d</sup> Benjamin to pay him there  
for on Demand as much Money as he had reasonably deserved to

have for the same and the <sup>d</sup> Benjamin avers that he had reasonably  
deserved to have of the said Deft<sup>r</sup> for the same twelve Pounds of lawful  
money to wit at Worthington aforesaid whereof the <sup>d</sup> Deft<sup>r</sup> afterwards to wit  
on the same day and year aforesaid there had Notice And whereof afterwards  
to wit on the same day & year aforesaid at Worthington aforesaid the <sup>d</sup> Deft<sup>r</sup> was  
Indebted unto the <sup>d</sup> Benjamin in the sum of five Pounds of Lawful Mon-  
ey for money then before that Time by the <sup>d</sup> Deft<sup>r</sup> had & received to the  
Use of the <sup>d</sup> Benjamin & also for the further sum of Five Pounds of like  
lawful Money for money before that Time by the <sup>d</sup> Benj<sup>n</sup> had laid  
out & expended for the said Deft<sup>r</sup> and at his special Instance & request  
in consideration thereof afterwards to wit on the same day & year  
aforesaid at Worthington aforesaid he the <sup>d</sup> Deft<sup>r</sup> then and there undertook  
and faithfully promised the said Benjamin to pay him the same  
sums of Money on Demand And whereas afterwards to wit on  
the same day & year aforesaid at Worthington aforesaid in Consider-  
ation that the <sup>d</sup> Benj<sup>n</sup> had there before that Time sold & delivered  
to the Deft<sup>r</sup> at his special Instance & request divers Goods Wares  
and Merchandises he the <sup>d</sup> Deft<sup>r</sup> undertook & then & there faithfully  
promised the <sup>d</sup> Benjamin to pay him therefor on Demand as  
much Money as he had reasonably deserved to have for the same &  
the <sup>d</sup> Benj<sup>n</sup> avers that he had reasonably deserved to have of the <sup>d</sup>  
Deft<sup>r</sup> for the same other Five Pounds of like Lawful Money to wit at  
Worthington aforesaid whereof the <sup>d</sup> Deft<sup>r</sup> afterwards to wit on  
the same day & year aforesaid there had Notice Yet the <sup>d</sup> Deft<sup>r</sup> altho  
often requested hath never paid the <sup>d</sup> Sums or either of them or any  
penny of either of them but he to do it unjustly neglects & refuses  
To the Damage of the <sup>d</sup> Benjamin fifteen Pounds -  
This Case was entered at the last May Term and Contin<sup>d</sup> from  
Term to Term to this Time And now at this Time the <sup>d</sup> Pl<sup>ff</sup> appears  
and the Deft<sup>r</sup> the three times called to come into Court makes  
Default of appearance here Whereupon it is considered by the  
Court that the <sup>d</sup> Pl<sup>ff</sup> do recover against the Deft<sup>r</sup> Four Pounds  
fourteen shillings and three pence of Lawful money Damages  
& ~~two Pounds fourteen shillings & three pence~~ Costs of suit  
Taxed at £ 2 - 14 - 11 & there of &c -

Exon<sup>r</sup> <sup>d</sup> De<sup>r</sup> 13<sup>th</sup> 1794

Sm<sup>th</sup> as Deft<sup>r</sup> Smith of Worthington in the County of Hampshire & Trader  
Lathrop<sup>r</sup> <sup>d</sup> Benjamin Lathrop of Worthington aforesaid Gentleman App<sup>r</sup>  
May 9<sup>th</sup> 1794 Pet<sup>r</sup> In which Original Case the <sup>d</sup> Deft<sup>r</sup> was Pl<sup>ff</sup> and the <sup>d</sup>  
Benjamin Deft<sup>r</sup> as appears by the Writ on file &c This Case  
was entered at the last May Term and Contin<sup>d</sup> from Term to  
Term till this Time and now at this Time the Appel<sup>r</sup> appears

And this<sup>d</sup> Appel<sup>t</sup> being three times called to come into Court  
make Default of appearance here Whereupon it is considered  
by the Court that the S<sup>r</sup> Benjamin do recover against the S<sup>r</sup>  
Pepe his Costs Taxed at L<sup>2</sup> s<sup>6</sup> p<sup>10</sup> & there of &c

11

Silas Fowler of Southwick in the County of Hampshire Gent<sup>l</sup> Pl<sup>y</sup> S. Fowler vs  
vs Abner Fowler Yeoman and Elijah Hough Gentleman both of Abner Fowler  
Southwick in S<sup>r</sup> County In a Plea of Trespass &c as is set forth Aul  
in the Declaration on file &c This Action was entered at the last May 103 1794  
May Term and contin<sup>d</sup> to this Time And now at this Time  
neither Party appearing this Case is dismissed

Isaac Allen of London in the County of Berkshire Yeoman Allen vs  
Pl<sup>y</sup> vs Eben<sup>r</sup> Patterson of Blanford in the County of Hampshire Patterson  
Yeoman Def<sup>t</sup> In a Plea &c as is set forth in the Declaration May 104 1794  
on file &c This Case was entered at the last May Term & con  
tin<sup>d</sup> to this Time And now at this Time neither Party ap  
pearing this Case is dismissed

Jonathan Hubbard of Severett in the County of Hampshire Yeoman Hubbard vs  
Pl<sup>y</sup> vs Chiliaab Smith & Windsor Smith both of Hadley in the County  
afores<sup>d</sup> Shopkeepers Agents Factors & Trustees of David Hazeltine &  
Stephen Hazeltine both late of Severett Absconding Debtors In a Plea C. Smith & Co  
of the Case for that the S<sup>r</sup> David & Stephen at Severett in S<sup>r</sup> County Ag<sup>t</sup>  
on the seventh Day of January in the Year of our Lord Seventeen  
Hundred and Ninety four were justly indebted to S<sup>r</sup> Jonathan  
in the Sum of Nine Pounds five Shillings & four Pence Lawful  
Money for Labour and Services done & performed & Goods Wares  
and Merchandizes sold & delivered by him the S<sup>r</sup> Jon<sup>a</sup> to them  
the S<sup>r</sup> David & Stephen before that Time at their request & be  
ing so indebted they the S<sup>r</sup> David & Stephen then & there in con  
federation thereof promised S<sup>r</sup> Jon<sup>a</sup> to pay him the same on  
Demand Yet said David & Stephen tho' often thereto requested  
have never either of them paid the same but unjustly refused  
to do it & have absconded & withdrawn themselves out of this  
Commonwealth into Parts to said Jonathan unknown & con  
ceal themselves their Goods and Estate so that they their Goods  
or Estate cannot be found or come at to be attached the said  
David and Stephen having Goods Effects & Credits in the  
Hands of Chiliaab Smith & Windsor Smith both of Hadley  
in said County Shopkeepers which they use to expose to view  
to be attached To the Damage of this Jonathan the Sum  
of Fourteen Pounds

This Case was entered at the last May Term at which  
Time Windsor Smith one of the Agents  
appearing was sworn as the Law Directs Testify that at the  
Time of the Service of the Writ upon them they as Partners  
purchased eighty one yards of Woollen Shirting of David and  
Stephen Hazellins for which they agreed to pay them eight  
Pounds two Shillings in Goods from their Store but Cash price  
towards that Sum they had only paid eight Shillings &  
the Residue is still due them from us - When the Case  
was sent from Term to Term till this Time And now at  
this Time the Plaintiff appears And the Defendants Stephen the  
Three Times called to come into Court make Default of a appear  
ance here - Whereupon it is considered by the Court that the Plaintiff  
shall do recover against the Defendants David & Stephen Nine Pounds  
five Shillings and four Pence of Lawful Money Damages &  
Costs of Suit Taxed at £2. 15. 1 & thereof &c.

Executed Nov 25 1794

Chiliab Smith  
& al. vs  
Billings  
May 125 1794

Chiliab Smith Gentleman and Windsor Smith Yeoman  
both of Hadley in the County of Hampshire Joint Traders  
Plffs vs David Billings of Amharst in sd County Yeoman  
Deft In a Plea of the Case for that the said Chiliab & Windsor at  
Hadley aforesaid on the twenty first day of July in the Year of our  
Lord Seventeen Hundred and Ninety three at the Special In  
stance and Request of him the said David had sold & delivered him  
the said David Three Tierces containing twenty one Bushels &  
three Pecks of Salt he the said David then & there in consideration  
thereof promised the said Chiliab & Windsor to pay them all  
such Sums of Money as the said Salt so sold & delivered as aforesaid was  
reasonably worth at the Time of the Sale & delivery thereof when  
ever after he should be thereunto requested & the said Chiliab & Windsor  
say the said Salt and Tierces so sold & delivered as aforesaid were  
reasonably worth at the Sale and delivery thereof the Sum of  
Five Pounds fifteen Shillings and seven Pence half penny to  
wit at Hadley aforesaid also for that the said David at Hadley aforesaid  
on the same twenty first day of July aforesaid was justly Indebted  
to the said Chiliab & Windsor in other Sum of Five Pounds fif  
teen Shillings & seven Pence two Farthings for three Tierces of Salt  
before that Time then sold and delivered him the said David at his  
Special Instance and request & being so Indebted he the said David  
then and there in Consideration thereof promised said Chiliab and  
Windsor to pay them the said said Sum on Demand yet the  
said David the often requested hath never paid either of said Sums  
or ever fulfilled either of his Promises aforesaid but neglects it

To the Damage of the<sup>d</sup> Chiliab & Windsor Seven Pounds —  
 This Case was entered at the last May Term and contin'd from  
 Term to Term to this Time And now at this Time the Pl<sup>y</sup> appear  
 and the Def<sup>t</sup> tho' three times called to come into Court makes  
 default of appearance here Whereupon it is considered by the  
 Court that the<sup>d</sup> Chiliab & Windsor do recover against the said  
 David Five Pounds fifteen shillings and seven Pence half pen  
 ny of Lawful money Damages and Costs of Suit taxed at £2.5.5  
 & thereof —  
 Execor J<sup>d</sup> Nov<sup>r</sup> 25 1794

Nathaniel B Miller of New Port in the State of Rhode Island Mer Nath<sup>l</sup> B. Miller  
 charrt. Pl<sup>y</sup> vs John Leonard Jun<sup>r</sup> of Heath in the County of <sup>vs</sup> John Leonard Jun<sup>r</sup>  
 Hampshire Gent<sup>l</sup> Def<sup>t</sup> In a Plea of Trespass on the case for <sup>vs</sup> John Leonard Jun<sup>r</sup>  
 that the said Leonard at Heath aforesaid on the twenty fourth Day May 12<sup>th</sup> 1794  
 of May in the Year of our Lord Seventeen Hundred & Ninety two  
 being justly Indebted to the Pl<sup>y</sup> in the Sum of One Hundred  
 Pounds and eight shillings Lawful Silver Money for the like  
 Sum of Money by the<sup>d</sup> Leonard for the Pl<sup>y</sup> & to his use before that  
 Time had and Rec<sup>d</sup> and being so Indebted the<sup>d</sup> Leonard  
 in Consideration thereof Assumed on himself & to the Pl<sup>y</sup> then &  
 there faithfully promised to pay him the same Sum with In  
 terest on the same until paid whenever afterwards he should  
 be requested yet the said Leonard tho' often then & requested  
 hath never paid the same or any part thereof but neglects it  
 To the Damage of the<sup>d</sup> Nath<sup>l</sup> B Miller One Hundred & twenty  
 Pounds — This Case was entered at the last May Term <sup>at which time</sup> the Pl<sup>y</sup>  
 appeared by John Taylor Gent<sup>l</sup> his Atty & the Def<sup>t</sup> tho' three times  
 called to come into Court makes Default of appearance here  
 When the Case was contin'd from Term to Term till this Time —  
 And now at this Time it is considered by the Court that the  
 said Nathaniel B Miller do recover against the<sup>d</sup> John Leon  
 ard Jun<sup>r</sup> One Hundred fifteen Pounds nine shillings & three  
 Pence of Lawful money Damages & Costs of Suit taxed at £5.2.3  
 & thereof —  
 Execor J<sup>d</sup> Nov<sup>r</sup> 10<sup>th</sup> 1795

Ralph Whulock of Sturbridge in the County of Worcester Gentleman Whulock vs  
 Pl<sup>y</sup> vs Moses Rogers of Rowe in the County of Hampshire Husband Rogers  
 man Def<sup>t</sup> in a Plea & as is set forth in the Declaration on File May 15<sup>th</sup> 1794  
 & This Case was entered at the last May Term and contin'd to this  
 Time and now at this Time neither Party appearing this Case  
 is dismissed

Abbot vs  
Rupell  
May 160 1794

Samuel Abbot of Andover in the County of Essex Esquire Plf  
vs Solomon Rupel of Brimfield in the County of Hampshire  
Yeoman alias Blacksmith Defd In a Plea of the Case for that  
whereas the said Rupell at Brimfield aforesd on the twentieth  
Day of May in the year of our Lord seventeen Hundred & Ninety  
by his promissory Note of that Date by him subscribed for Value Rec<sup>d</sup>  
promised the Plf to pay him or his Order three Pounds thirteen Shill  
ings and four pence Lawful Silver or Gold Money on or before the  
first Day of Jan<sup>y</sup> then next with Interest after the Time of pay  
ment till paid Now the Plf avers that said first Day of Jan<sup>y</sup>  
has long time passed Nevertheless the said Rupell has never paid  
the Sum nor Interest the often thereto requested but neglects it.

Also for that whereas the said Rupell at Brimfield aforesd on  
the said twentieth day of May by his other promissory Note  
or Memorandum in writing of that Date by him subscribed  
for Value Received promised the Plf to deliver <sup>to</sup> him or his Order  
at the Store of Mr John Innesland in Boston to wit in sd Brim  
field the Value of one Hundred Pounds Lawful Silver or Gold Money  
with Lawful Interest for the same from & after the first Day of  
Jan<sup>y</sup> then next in good Merchantable well fatted Beef at the  
current Price for money on or before the first Day of Jan<sup>y</sup> which  
would be in the year of our Lord one Thousand seven Hundred  
and Ninety two Now the Plf avers that the first Day of Jan<sup>y</sup>  
in the year of our Lord seventeen Hundred & Ninety two has long  
since passed - that on the first Day of Jan<sup>y</sup> last above men  
tioned <sup>he was</sup> and ever since the Date of said Note or Memorandum  
in writing has been ready at the said Store of Mr John Innesland  
to receive the said Value of one Hundred Pounds of Beef & Interest  
according to the Tenour of said Note. Nevertheless the often thereto  
requested the said Rupell has never paid nor delivered said Beef  
nor the Interest nor any other way satisfied said Demand but  
neglects it To the Damage of the said Abbot two Hundred pounds.  
This Case was entered at the last May Term & continued from Term to  
Term to this Time and now at this Time the Plf appears & the Defd  
tho<sup>t</sup> three times called to come into Court makes Default of appear  
ance here - Wherefore it is considered by the Court that the sd  
Samuel do recover against the said Solomon One Hundred seven  
teen Pounds One shilling and six Pence of Lawful Money Dam  
age and Costs of suit taxed at £ 0. 13. 10 & thereoff.

Escon J<sup>st</sup> Nov<sup>r</sup> 10<sup>th</sup> 1794

Jennings vs  
Chapman  
Sept 6 1794

John Jennings of Ludlow in the County of Hampshire Gent Plf  
vs Benjamin Chapman of Granby in sd County Clerk In a Plea  
of the Case for that the said Benj<sup>n</sup> at Springfield in the County aforesd  
on the second Day of June last past by his promissory Note of that  
Date for Value Rec<sup>d</sup> promised said John to pay him or Order

Thirty one Pounds twelve Shillings and four Pence lawful Money on Demand with Interest till paid yet the often thereto requested the D<sup>r</sup> Benj<sup>n</sup> has never paid the same or any part thereof but hitherto has & still does unjustly neglect & refuse to do. To the Damage of the D<sup>r</sup> John Fifty Pounds This Case was entered at the last Sept<sup>r</sup> Term <sup>continued to this Time</sup> <sup>& now</sup> the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three Times called to come into Court makes default of appearance here. Wherefore it is considered by the Court that the D<sup>r</sup> John do recover against the said Benj<sup>n</sup> Thirty two Pounds Nine Shillings & eight Pence lawful Money Damages and Costs of suit taxed at £2. 10. 5 & thereof &c.

Braddock Much of Worthington in the County of Hampshire Gent<sup>r</sup> Much vs  
 Pl<sup>y</sup> vs Isabel Bryant of Chuster field in said County Yeoman. Bryant  
 Def<sup>t</sup> In a Plea of Trover on the Case for this that whereas the said Sept 9 1794  
 Isabel at Worthington aforesaid on the seventeenth Day of May in the year of our Lord one Thousand Seven Hundred & Ninety one by his promissory Note of Hand of that Date for Value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay (meaning to deliver) to him two Cows & two Calves one six years old Cow and one three years old and half (meaning one of the D<sup>r</sup> Cows to be six years old and the other to be three years old both of them with calves by their sides at the end of three years from the Date of said Note or pay the Pl<sup>y</sup> the sum of eight Pounds Silver Money at the Expiration of three years from the Date of the same Note and the Pl<sup>y</sup> avers that he has always been ready and particularly at the end of three years from the Date of the same Note at Worthington aforesaid to receive the said two Cows and two calves or the D<sup>r</sup> eight Pounds in Silver Money and that the three years aforesaid have long since elapsed yet the Isabel altho' often requested has never delivered the said two Cows & two calves to the Pl<sup>y</sup> or paid the said Sum of eight Pounds or in any way performed his D<sup>r</sup> Promise but refuses to do it To the Damage of the said Braddock fifteen Pounds. This Case was entered at the last Sept<sup>r</sup> Term <sup>continued to this Time</sup> <sup>& now</sup> the Pl<sup>y</sup> appears and the Def<sup>t</sup> the three Times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the D<sup>r</sup> Braddock do recover against the D<sup>r</sup> Isabel eight pounds five Shillings & lawful Money Damages and Costs of suit taxed at £2. 7. 10 & thereof &c. Exec<sup>d</sup> 15<sup>th</sup> Nov<sup>r</sup> 1794

Jonathan Dwight Esq<sup>r</sup> and James Lunt Dwight Shopkeepers Dwight vs  
 both of Springfield in the County of Hampshire Joint Merch Smith  
 ants and Dealers in Trade Pl<sup>y</sup> vs Jonathan Smith of West Spring Sept 10. 1794  
 field in said <sup>County</sup> Husbandman. In a Plea of Trover on the Case for that whereas at the several Times hereinafter mentioned the D<sup>r</sup> Jonathan Smith & the Pl<sup>y</sup> & one John Leonard Jun<sup>r</sup> & Aaron White & David Thomas Esq<sup>r</sup> were Persons residing & Trading to wit the said Jonathan Smith

and the Pls and the <sup>d</sup> John Leonard Jun<sup>r</sup> & Aaron White within  
this Commonwealth to wit at Springfield aforesaid & the <sup>d</sup> David  
Thomas Esq<sup>r</sup> at London in the Kingdom of Great Britain & being  
so respectively residing the said John Leonard Jun<sup>r</sup> on the twenty  
third Day of October in the Year of our Lord Seventeen Hundred  
& Ninety three at Springfield aforesaid made his certain Bill  
of Exchange in Writing subscribed with his own proper hand  
writing according to the Custom of Merchants and approved  
in this Commonwealth the said Bill bearing Date the same Day  
and Year aforesaid directed to the <sup>d</sup> David Thomas Esq<sup>r</sup> by the  
name and description of David Thomas Esq<sup>r</sup> Horse Guards  
London & by the said Bill required the said David Thomas to  
pay that first Bill of Exchange (second and third of the sum  
Tenor and date not paid) to the said Aaron White or his Order  
Forty five Pounds Sterling value rec<sup>d</sup> of him the <sup>d</sup> Aaron White  
whenever after he the <sup>d</sup> David should then to be requested & charge  
the same to the ac<sup>t</sup> of the said John Leonard Jun<sup>r</sup> & then there  
delivered the same Bill to the said Aaron White and the <sup>d</sup> Aaron  
White afterwards on the same Day at Springfield aforesaid before  
the <sup>d</sup> Bill or any part thereof was paid & before the same was  
presented to the said David for Payment made his endorsement  
on the same Bill his own proper hand Writing being then to  
subscribed & by that endorsement appointed the same contents  
to be paid to the <sup>d</sup> Jonathan Smith or his Order whenever he  
should then to be required & the <sup>d</sup> Jonathan Smith afterwards  
before the same Bill or any part thereof was paid & before the  
same was presented to <sup>d</sup> David Thomas for Payment to wit  
on the same twenty third Day of said October at Springfield  
aforesaid for value rec<sup>d</sup> endorsed the same Bill of Exchange the  
Handwriting of the said Jonathan Smith being then to sub  
scribed & by that endorsement the <sup>d</sup> Jonathan Smith appoint  
ed the contents of <sup>d</sup> Bill then wholly due to be paid to the Pls  
by the name & description of Mess<sup>rs</sup> Jonathan Dwight & son  
or their Order for value of them rec<sup>d</sup> & deliv<sup>d</sup> the same Bill to  
the Pls And the Pls afterwards to wit on the twentieth Day  
of December last past and next after the Date of <sup>d</sup> Bill at London  
aforesaid to wit at Springfield aforesaid shew<sup>d</sup> & presented the  
said Bill of Exchange to the <sup>d</sup> David Thomas Esq<sup>r</sup> & then  
there requested & desired him to accept & pay the contents of  
Bill according to the Tenor thereof & of said endorsements but the  
said David Thomas then & there altogether neglected & refused  
to pay the same Bill and did not then or at any time since  
accept or pay the same or any part thereof & thereupon the  
<sup>d</sup> Pls at London aforesaid afterwards on the same twentieth  
Day of December to wit at Springfield aforesaid duly caused the

James Bell to be protested for the said Non Payment thereof & that  
nath the D John Leonard Junr or the said Aaron White got paid the  
same or any part thereof of all which promises the D Pls afterwards  
on the first Day of March last past to wit at Springfield aforesd  
gave the D Jonathan Smith due Notice by reason whereof & according  
to the Custom & Law of Merchants the D Jon<sup>a</sup> Smith then & there  
became liable to pay to the Pls or their Order the contents of D Bill  
which the Pls aver is equal in value to the sum of sixty Pounds  
lawful Money of this Commonwealth & being so liable the D Jon<sup>a</sup>  
Smith then & there in Consideration thereof assumed on him  
self & faithfully promised the Pls to pay them the same last men  
tioned sum whenever after he should thereto be required - Also  
for that the said Jonathan at Springfield on the first Day of Ju  
ly Instant was justly indebted to the Pls in the full sum of seven  
ty eight pounds three shillings & one Penny lawful Money for  
so much Money then before that Time by the Pls for the D Jonathan  
Smith at his special instance & request paid laid out & ex  
pended & being so indebted the D Jonathan Smith then & there  
in Consideration thereof assumed on himself & promised the  
Pls to pay them the same last mentioned sum whenever after  
he should thereto be required - Also for that the D Jon<sup>a</sup> Smith  
at Springfield on the same first Day of July Inst was justly  
indebted to the Pls in one other sum of seventy eight pounds  
three shillings and one Penny lawful Money for so much Money  
then before that Time by the said Jonathan Smith had & owing to  
the Pls use and being so indebted the said Jonathan Smith  
then & there in Consideration thereof assumed on himself &  
promised the Pls to pay them the same last mentioned sum  
on Demand yet that after thereto requested the D Jonathan Smith  
hath never paid either of the aforesd sums or any part of them  
to the Pls or either of them but unjustly neglects & refuses so to  
do - To the Damage of the D Jonathan Dwight & James Ninety  
Pounds - This Case was entered at the last Sept<sup>r</sup> Term & contin<sup>d</sup>  
to this Time the Pls appear & the Deft<sup>r</sup> tho three Times called  
to come into Court makes Default of appearance here -  
When the Case was contin<sup>d</sup> till this Time & now at this Time  
it is considered by the Court that the D Jonathan & James  
do recover against the D Jonathan Smith Seventy eight Pounds  
six shillings & six pence lawful Money Damages & Costs  
of Suit taxed at £ 3. 10. 9 & there of &c After which the Deft<sup>r</sup> appears by Solicitor  
& appeals from the Judgment of this Court to the Supreme Jud<sup>l</sup> Court next to be holden at Westmington  
& he recognises with Sureties as the Law directs for the D Smiths prosecuting the same with effect &c  
Jonathan Dwight of Springfield in the County of Hamp<sup>r</sup> Dwight of  
shire Esquire Plvs Gilbert Dench of Hopkinton in the County of Middlesex Gentleman Deft<sup>r</sup> In a Plea of Trespass Sept<sup>r</sup> 14 1794  
on the Case in the Case for that whereas the D Gilbert at

Northampton aforesaid on the twenty first Day of March in  
 Year of our Lord one Thousand seven Hundred & Ninety  
 four by his promissory Note in writing under his hand of that  
 Date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or his Order  
 Thirty Pounds & Nine Pence in Spanish Milled Dollars at  
 the Rate of six Shillings each on Demand with Lawful In-  
 terest for the same till paid - Also for that s<sup>d</sup> Gilbert at North-  
 ampton afores<sup>d</sup> on the Thirtieth Day of March in the Year of  
 our Lord Seventeen Hundred & Ninety by his other promissory  
 Note of that Date for Value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him  
 or his Order One Pound sixteen Shillings & ten pence Lawful  
 Money on Demand with lawful Interest for the same till p<sup>d</sup>  
 Yet tho<sup>t</sup> often th<sup>t</sup>mts requested the said Gilbert hath not paid  
 the Contents of either of said Notes but unjustly neglects & re-  
 fuses to do it - To the Damage of th<sup>s</sup> Jonathan as he saith  
 the Sum of Forty Pounds - This Cause was entered at the last  
 Sept<sup>r</sup> Term & <sup>& now</sup> ~~entered in this~~ Term the Pl<sup>y</sup> appears & the Def<sup>t</sup> th<sup>r</sup> three  
 Times called to come into Court makes Default of appearance  
 here - Wherefore it is considered by the Court that the s<sup>d</sup> Jonathan  
 do recover against the s<sup>d</sup> Gilbert Thirty three Pounds six Shil-  
 lings & six pence of Lawful Money Damages and Costs of Suit  
 Taxed at £2.10..5 & thereof -

Done at Exon 19<sup>th</sup> Nov<sup>r</sup> 1794

Burt vs  
 Scott  
 Sept 17 1794

Moses Burt of Springfield in the County of Hampshire Pl<sup>y</sup> vs  
 Landman Pl<sup>y</sup> vs W<sup>m</sup> Scott of Palmer in s<sup>d</sup> County Def<sup>t</sup>  
 Ina Plea of Covenant broken for this that whereas th<sup>s</sup> W<sup>m</sup>  
 at Springfield on the Tenth Day of December in the Year of  
 our Lord one Thousand seven Hundred & Ninety by his Deed  
 under his Hand and Seal of that Date in Court to be shewen  
 for and in Consideration of the Sum of Ten pounds paid him  
 by the said Moses before the sealing th<sup>r</sup> of granted bargain  
 sold and conveyed to him the said Moses his Heirs & Assigns  
 forever one twelfth part of a Saw Mill lying in s<sup>d</sup> Springfield  
 with the appurtenances and privileges th<sup>r</sup>to belonging  
 which originally belonged to Capt Samuel Burt late of Spring-  
 field aforesaid dec<sup>d</sup> and it is further witnessed by the same dec<sup>d</sup>  
 that in the s<sup>d</sup> William did then by Covenant with the said  
 Moses that he the said William before & until the sealing th<sup>r</sup>  
 was the true sole proper lawful Owner & Possessor of the said  
 granted and bargained Premises with the appurtenances

and that he then had in himself good Right full Power & law  
ful Authority to grant Bargain Sell & convey the same as aforesaid  
to the said Moses in Fee Simple whereas in fact the said Mo  
ses says that he the said William was not the true sole lawful  
Owner & Possessor of the same granted Promises with the appurten  
ances before & until the sealing of the same Deed by the said Willm  
neither had he the said William good Right full power or law  
ful Authority then at the Time of making and executing the same  
Deed to grant Bargain Sell and convey the same to the said  
Moses in Manner as aforesaid but Violet Scott Wife of the said Wm  
and who was then living but is now deceased was then & then at  
the Time of Making & executing the same Deed by the said Wm to the  
said Moses seized and possessed of one intire undivided Moiety there  
of as Tenant in Common in Fee Simple with him the said William  
and without the said Violet he the said William could not lawfully  
convey the whole of the said Twelfth part of the said Lammill to the  
said Moses but in manner as aforesaid and but only a Moiety thereof  
and from the said Violet after her decease her said Right to the said Moiety  
of the said Bargained Promises defunded to her lawful Children & Heirs  
who are now lawfully seized thereof by Means whereof the said Wm  
Scott this said Covenant aforesaid hath broke to the Damage of the  
said Moses Fifteen Pounds This Case was entered at the last Sept Term &  
written to this Time <sup>& now</sup> the Plf appears and the Deft the three Times called  
to come into Court makes Default of appearance where Where  
fore it is considered by the Court that the said Moses do recover a  
gainst the said William Five Pounds lawful Money Damages  
and Costs of Suit taxed at £1. 19. 9 & thereupon  
Ex con Jp Nov 19. 1794

Samuel Smith of West Springfield in the County of Hampshire Smith vs  
Gentleman Plf vs Timothy Burbank of West Springfield in the County of Hampshire Burbank  
County Gentleman Deft In a Plea of Cusnap in the Case for Sept 20 1794  
that whereas the said Timothy on the fourteenth Day of April last  
& ever since was and still is occupant of a certain Tract of Land  
lying in West Springfield aforesaid bounding southerly on Land of  
Jeth Shernt & Northerly on Land of Noah Leonard & the said Samuel then  
was and still is occupant of a certain Tract of Land commonly  
called the Manor adjoining East on said Tract of the said Timothy  
and extending One Hundred and Forty two Rods in the said Land  
of said Timothy And whereas on said Day Disputes had arisen  
and then subsisted between the said Timothy & Samuel about  
their respective Obligations to maintain a certain Partition  
& Divisional Line running the whole of said Line of One hun  
dred & forty two Rods between the said Timothy & Samuel he  
the said Samuel then and then for the Settlement of said Disputes

to the Statute in such cases provided made Application  
to Abel Leonard & John Winchell two of the Senior viewers for  
the 3<sup>d</sup> Town of West Springfield duly elected & sworn to the  
faithful discharge of their 3<sup>d</sup> Office to set out & assign to them the  
said Timothy & Samuel each one his Share & Part of said Divis-  
ion Fence & then upon the said Abel & John having first given  
due Notice to them the 3<sup>d</sup> Tim<sup>e</sup> & Samuel to attend on the said  
Divisional Line on the said fourteenth day of April last past  
and the said Timothy not attending at said Time & Place  
they then the said in Writing out the same  
Division Fence to each of them the 3<sup>d</sup> Timothy & Sam<sup>e</sup> to wit to  
the said Samuel the following part thereof beginning at Desi-  
seth Shuts Northeast Corner & thence extending seventy one  
Rods Northwesterly on said Divisional Line between the Land  
occupied by said Timothy & said Samuel and to him the 3<sup>d</sup>  
Timothy from thence beginning at a Bound Tree mark his  
S<sup>W</sup> Corner & Northwesterly to theuben Leonards Land seventy one  
Rods to the end of said Divisional Line & on the same Day  
they the 3<sup>d</sup> Senior viewers gave the said Timothy & Sam<sup>e</sup> due  
Notice of said Assignment which 3<sup>d</sup> Assignment of Partition  
Fence was afterwards duly recorded in the Office of the Town  
Clerk of said Town of West Springfield to wit at West Spring-  
field aforesaid on the fourteenth Day of May last past And  
the Pl<sup>y</sup> avers that he there immediately afterwards did erect  
up & maintain his part & Share of said Divisional & par-  
tition Fence pursuant to said Assignment & always hither-  
to hath kept & maintained the same in good repair & the 3<sup>d</sup>  
Timothy neglecting & refusing to make up & maintain his  
part & portion of said partition Fence the 3<sup>d</sup> Senior viewers  
on the Application of the said Samuel then afterwards to  
wit on the fifteenth Day of May last past having viewed 3<sup>d</sup>  
Timothys Share & part of said partition Fence & adjudged  
the same insufficient signified the same in Writing to him  
the 3<sup>d</sup> Timothy & therein directed him to repair his 3<sup>d</sup> Share  
of said Fence within six Days from the date thereof of all which  
the said Timothy then and there had Notice in Writing And  
the Pl<sup>y</sup> avers that the said Timothy did not within said  
Term of six Days from the date of said Writing or within  
six Days after he was so notified as aforesaid repair & rebuild  
but to the same altogether neglected & hither to hath neglected  
and refused And the said Timothy so neglecting he the said  
Samuel occupying said Land adjoining to said Timothy as  
aforesaid by direction of said Senior Viewers made up & repaired  
and repaired the same Fence so set out to 3<sup>d</sup> Timothy to wit

on the twentieth day of May last past And the said Abel & John  
 June viewers as aforesaid on the twenty seventh day of May last  
 past viewed the said June made up by the said Samuel as aforesaid  
 on that part thereof set out to said Timothy & then & there ad-  
 judged the same to be good & sufficient June & the said June  
 viewers then & there adjudged the said June made by Samuel  
 on the Divisional line set out to sd Timothy to be worth seven  
 pounds two shillings lawful money & then and there certified  
 in writing under their Hands that the said Repairs thereon  
 made by Samuel & their Fees for viewing the same & which  
 Fees amounted to twenty five shillings & three pence lawful  
 money together made the Sum of eight pounds seven shillings &  
 three pence & that double said Sum amounts to sixteen Pounds four  
 teen shillings & six pence of which the sd Timothy then afterwards  
 to wit on the first Day of June last past had due Notice the  
 sd Timothy neglecting to pay and satisfy the same Sum of six-  
 teen Pounds fourteen shillings & six pence to the sd Samuel  
 then afterwards to wit at West Springfield aforesaid on the sixth  
 day of June last past demanded of the said Timothy so being  
 occupant as aforesaid the said Sum of sixteen Pounds fourteen shil-  
 lings & six pence being double said Sum so ascertained in writ-  
 ing as aforesaid for the expence of amending surveying & view-  
 ing the said Timothy's June & the said Timothy then & there  
 neglected & refused & for the space of one Calendar Month then  
 after said Demand did neglect & refuse to pay him the same  
 last mentioned Sum or any part thereof whereby Action hath  
 accrued to the said Samuel according to the Form & effect  
 of the Statute in such cases provided to recover of sd Timothy  
 Double said Amount of the expence of amending repairing  
 surveying & viewing said June with Interest at the Rate  
 of One per Centum by the Month - Also for that whereas the  
 said Timothy & Samuel on the last Day of April last past  
 being respective Occupants of two other Closes lying & being in  
 West Springfield aforesaid & adjoining each other by reason thereof  
 by Law obliged to maintain the Divisional Partition June be-  
 tween them the said Samuel & Timothy unequal halves to wit  
 the said Samuel to maintain the Southerly half part of sd June  
 extending from the Northeast Corner of sd Sixth Kent's land  
 seventy one Rods & the sd Timothy to maintain the whole of the  
 Residue of said Partition June between sd Samuel & Timothy  
 being seventy one Rods & the Northerly half part thereof & the  
 said Timothy's Share in sd June being ruinous & out of Repair  
 the sd Sum <sup>then & there</sup> applied to Abel Leonard & John Wrenchel two of the  
 June viewers for sd Town of West Springfield duly chosen & sworn  
 who having viewed the said June of sd Timothy adjudged the

Same insufficient the whole length thereof & the said John, Ten viewers as aforesaid then and there signified the same to said Timothy in writing & by said Writing directed the said Timothy to repair & rebuild said <sup>last mentioned</sup> fence within six Days there from of all which the said Timothy then and there had notice And the Pl<sup>y</sup> avers that the said last mentioned fence was not repaired or rebuilt within said last mentioned term of six Days And that he the said said Samuel then afterwards amended and repaired the same deficiency And the same fence being completed the said Ten viewers on the twenty seventh day of May last past adjudged the same fence to be sufficiently repaired & that said repairs & rebuilding of said fence by said Samuel was then and there well worth one other sum of seven Pounds two shillings & ascertained the same in writing under their hands together with their Fees which were twenty five shillings & three pence which in the whole amounted to eight pounds seven shillings & three pence & thereby & by force of the Statute in such cases provided the Pl<sup>y</sup> became entitled to to Demand of the said Timothy double the sum so ascertained as aforesaid to wit sixteen Pounds fourteen shillings and six pence & the said Samuel then afterwards on the sixth day of June last past demanded of the said Timothy said last mentioned sum of sixteen Pounds fourteen shillings and six pence and the said Timothy for the space of one Calendar Month & ever since neglected & refused to pay and satisfy the same last mentioned sum whereby & by force of the Statute in such cases provided action hath accrued to the said Samuel to have the same sum last mentioned of the said Timothy & Interest one per cent per month thereon yet the said Timothy tho' often thereto requested hath never paid the Pl<sup>y</sup> the same sum or any part of either of them but hitherto hath neglected and still doth unjustly neglect and refuse so to do To the Damage of the said Samuel Nineteen Pounds - This Case was entered at the last Sept<sup>r</sup> Term & continued to this time <sup>& now</sup> the Pl<sup>y</sup> appears by George Bliss Esq<sup>r</sup> his Att<sup>y</sup> And the Def<sup>t</sup> by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> comes & defends the force & Injury whereof & for Plea says he is not guilty in manner and form as the Pl<sup>y</sup> has alledged against him & thereof puts himself on the Country And the Pl<sup>y</sup> likewise & a Jury now returned & impanelled as the law requires And being sworn to try the issue declare upon their Oaths that they find the Def<sup>t</sup> is guilty & a p<sup>r</sup> damages for the Pl<sup>y</sup> at 17<sup>l</sup> And thereupon it is considered by the Court that the said Samuel do recover against the said Timothy Seventeen Pounds lawful money damages & Cost of Suit taxed at 17.3.9 Whereupon the said Timothy by

his Att<sup>y</sup> aforesaid appeals from the Judgment of this Court to  
the Supreme Judicial Court next to be holden at Northampton for  
within & for the County of Hampshire on the last Tuesday of April  
next And he recognizes with Sureties as the Law directs for his  
presenting the same with effect &c as by said Recognizance  
on file does appear &c

Samuel Barnard of Greenfield in the County of Hampshire Barnard vs  
Gentleman Pl<sup>y</sup> vs Asahel Webster of Gill in said County Yeoman Webster  
In a Plea of the Case for that Whereas the said Asahel at said Green Sept 22 1794  
field on the fifteenth Day of May in the Year of our Lord one thousand  
seven Hundred & ninety four by his Note in Writing under  
his hand of that Date for Value rec<sup>d</sup> promised the said Samuel to  
pay him or his Order the Sum of twenty five Pounds two Shillings  
& eight pence lawful Money on Demand with Interest yet the  
said Asahel has never paid the same tho' often requested but  
neglects it To the Damage of the said Samuel Thirty Pounds  
This Case was entered at the last Sept<sup>r</sup> Term & until this Time & now  
the Pl<sup>y</sup> appears and the Def<sup>t</sup> tho' three Times called to come  
into Court makes Default of appearance here Wherefore it  
is considered by the Court that the said Samuel do recover against  
the said Asahel twenty four Pounds six Shillings and nine pence  
& Costs of Suit taxed at £2-4-11 & thereof &c

Exec<sup>d</sup> J<sup>d</sup> Nov<sup>r</sup> 10 1794

Ladock Stubbins of Wilburham in the County of Hampshire Stubbins vs  
Cordwainer Pl<sup>y</sup> vs Terekiak Milburn of Sandisfield in <sup>the</sup> County Milburn  
ty of Berkshire Def<sup>t</sup> In a Plea of the Case for that Terekiak Sep 30 1794  
at Sandisfield to wit at Springfield in s<sup>d</sup> County on the twenty  
sixth Day of January in the Year of our Lord one Thousand seven  
hundred & thirty three by his promissory Note under his Hand of  
that Date for Value Received promised one Wallis Little to pay  
him or Order thirteen meaning thereby Thirteen Pounds One  
Shilling lawful Money on Demand with Interest meaning  
thereby lawful Interest for the Sum till paid And afterwards  
to wit on the twentieth Day of June in the same Year last aforesaid  
at Springfield aforesaid the said Wallis by his endorsement on the  
same Note with his own proper hand subscribed for Value rec<sup>d</sup>  
assigned the same Note over to the Pl<sup>y</sup> by the description of the Be  
cause the Contents being then wholly due & thereby directed the  
same contents to be paid to the Pl<sup>y</sup> on Demand of all which the said  
Terekiak had then & there Instant Notice so became liable to pay  
the same Contents to the Pl<sup>y</sup> on Demand & in consideration thereof  
of the said Terekiak then and there undertook & to the Pl<sup>y</sup> faithfully  
promised to pay him the same Contents accordingly yet the said  
Terekiak tho' often thereto requested hath never paid the same  
Sum to the Pl<sup>y</sup> or in any way performed his said Promise but unjustly

neglects and refuses to do it To the Damage of the said Zadock  
Eighteen Pounds This Case was entered at the last <sup>continued to this time</sup> Sept<sup>r</sup> Term 8<sup>th</sup>  
now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three Times called to come  
into Court makes Default of appearance here - Wherefore it is  
considered by the Court that the said Stubbins do recover against  
the said Philburn Thirteen Pounds five shillings & two pence  
of Lawful money Damages & Costs of Suit taxed at £3.9.5 &  
thereof &c. 7

Exon J<sup>d</sup> Nov<sup>r</sup> 19 1794

Chapin vs  
Allen & al  
Sep 33 1794

Moses Augustus Chapin of West Springfield in the County of  
Hampshire Sadler Pl<sup>y</sup> vs Joseph Allen Yeoman & Asaph Allen  
Yeoman both of Barnardston in s<sup>d</sup> County of Hampshire Def<sup>ts</sup>  
In a Ple of the Case for that s<sup>d</sup> Joseph & Asaph at s<sup>d</sup> Northampton  
on the Seventeenth Day of October in the Year of our Lord One Thou  
sanded seven Hundred & Ninety two by their promisory Note  
under their hands of that Date for Value rec<sup>d</sup> promised the Pl<sup>y</sup> to  
pay him or Order the sum of Five Pounds eight shillings & nine  
pence Lawful money one half of s<sup>d</sup> within four Months from the  
Date of said Note the other half of said sum within One year  
next ensuing the Date of said Note with Lawful Interest for the  
same till paid yet s<sup>d</sup> Joseph & Asaph have not tho' often there  
to requested nor hath either of them ever paid the same sum  
or in any way performed their s<sup>d</sup> Promise to the Pl<sup>y</sup> but unjusly  
neglect & refuse to do it To the Damage of the said Moses twenty  
Pounds - This Case was entered at the last <sup>continued to this time</sup> Sept<sup>r</sup> Term And  
now the Pl<sup>y</sup> appears And the Def<sup>ts</sup> tho' three times called to  
come into Court makes default of appearance here -  
Wherefore it is considered by the Court that the s<sup>d</sup> Chapin do  
recover of the s<sup>d</sup> Joseph & Asaph Six Pounds two shillings &  
four pence of Lawful money Damages & Costs of Suit taxed at  
£2.10.5 - & thereof &c.

Exon J<sup>d</sup> Nov<sup>r</sup> 19<sup>th</sup> 1794

Marble vs  
Nichols  
Sep 34 1794

Jonathan Marble of Norwich in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Joshua Nichols of Springfield in s<sup>d</sup> County Yeoman  
Def<sup>t</sup> In a Ple of the Case for that s<sup>d</sup> Joshua at s<sup>d</sup> Springfield on  
the six<sup>th</sup> Day of Jan<sup>y</sup> in the Year of our Lord One Thousand seven  
Hundred and Ninety four by his promisory Note under his hand  
of that date for Value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or his Or<sup>r</sup>  
four Pounds eighteen shillings & seven pence Lawful money on  
Demand with Lawful Interest for the same till paid - Also for  
that said Joshua at s<sup>d</sup> Springfield on the first Day of June last past  
was justly Indebted to the Pl<sup>y</sup> in the sum of five Pounds sixteen  
shillings & one penny Lawful money as well for so much Mo  
ney there before that time by the Pl<sup>y</sup> for said Joshua paid laid  
out and expended at his special Int<sup>y</sup> and request as for  
Labour & services then before that time done and performed by the

Plf for the said Joshua at his like Special Instance & request & being  
 so indebted the said Joshua then & there in consideration thereof under  
 took & to the Plf faithfully promised to pay him the same last mentioned  
 sum whenever after he should be thereunto requested yet the said Joshua  
 often thereto requested hath never paid the Plf the same sum or any  
 penny thereof but unjustly neglected & refused to do it - To the Dam  
 age of the said Jonathan twelve Pounds - This Case was entered at the  
 last Sept<sup>l</sup> Term <sup>& continued to this time</sup> And now the Plf appears & the Def<sup>t</sup> the three  
 Times called to come into Court makes default of appearance  
 here - Wherefore it is considered by the Court that the said Marble  
 do recover against the said Nichols Seven Pounds Nineteen  
 shillings & six pence and Costs of suit taxed at £2. 7. 11 & thereof  
 Exec<sup>n</sup> J<sup>d</sup> Nov<sup>r</sup> 19<sup>th</sup> 1794

Simcoor Ashley of Springfield in the County of Hampshire Shop<sup>Plf</sup> vs Joel Frost of Ludlow in said County Yeoman Def<sup>t</sup> Ashley vs Frost  
Sep 31 1794  
 In a Plea of the Case for that the said Joel at Springfield on the tenth  
 Day of March in the Year of our Lord seventeen Hundred & ninety two  
 by his promissory Note under his hand of that Date for Value  
 Rec<sup>d</sup> promised the Plf to pay him or his Order the sum of One  
 Pound ten shillings & four pence lawful money on Demand  
 with lawful Interest for the same till paid Also for that the said Joel  
 at Springfield on the first Day of June last past was justly  
 indebted to the Plf in the sum of five Pounds Nine shillings  
 lawful money for Goods Wares & Merchandizes then before that  
 Time by the Plf to the said Joel sold & delivered at his Special Instance  
 and request and being so indebted the said Joel then & there in con  
 sideration thereof undertook & to the Plf faithfully promised to  
 pay him the same sum on Demand Also for that the said Joel at  
 Springfield in consideration that the Plf had there before that  
 Time sold & delivered to the said Joel sundry other Goods Wares  
 & Merchandizes at his like Special Instance undertook & to the  
 Plf faithfully promised to pay him therefor so much money as  
 the same Goods Wares & Merchandizes were reasonably worth  
 & the Plf in fact says the same Goods Wares & Merchandizes so  
 sold & delivered as aforesaid were reasonably worth the further  
 sum of five Pounds Nine shillings lawful money of all which  
 the said Joel had due Notice yet the said Joel tho' often thereto request  
 ed hath never paid either of the sums aforesaid to the Plf or in  
 any way performed either of his promises aforesaid but unjustly  
 neglected & refused to do it To the Damage of the said Simon twelve  
 Pounds - This Case was entered at the last Sept<sup>l</sup> Term And continued to this Time  
 & now the Plf appears & the Def<sup>t</sup> the three Times called to come  
 into Court makes default of appearance here Wherefore it  
 is considered by the Court that the said Simon do recover against  
 the said Joel seven Pounds three shillings & eleven of lawful  
 money Damages & Costs of suit taxed at £2. 13. 1 & thereof  
 Exec<sup>n</sup> J<sup>d</sup> Nov<sup>r</sup> 19<sup>th</sup> 1794

Eben Collins *del* vs  
Stewart  
Sept 40 1794  
Ebenzer Collins Yeoman & Levi Collins Yeoman both of East Windsor in the County of Hartford & State of Connecticut Pls vs. Andrew Stewart of Russell in d County Yeoman Defdt  
In a Plea of Trespas in the Case for that the sd Andrew Stewart at said Northampton on the Second Day of April in the Year of our Lord One Thousand Seven Hundred and Ninety two by his Note in Writing under his Hand of that Date for Value Recd promised the said Ebenzer & Levi to pay them the Sum of their ten pounds lawful Money in a pair of Beef Cattle that are good Beef at ready money price by the first Day of October in the Year of our Thousand Seven Hundred & Ninety three & deliver them at the House of John Phelps in Westfield with the lawful Interest till paid and the Prayer that they always hitherto have been ready at the Place of Delivery to receive s<sup>d</sup> Cattle yet the sd Andrew tho' often thereunto requested hath not performed his promise but neglected so to do To the Damage of the said Eben<sup>r</sup> & Levi twenty Pounds - This Case was entered at the last Sept Term <sup>continued to this Term</sup> & now the Pls appear & the Defdt tho' three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Collins do recover of the sd Stewart -

Spencer *del* vs  
Adams  
Sept 42 1794  
Jesse Spencer and Martin Smith both of Hartland in the County of Litchfield & State of Connecticut Traders in Company under the name & Firm of Spencer & Smith Pls vs Titus Adams of Granville in the County of Hampshire Yeoman Defdt For a Plea of Trespas in the Case for that whereas the said Titus at Hartland viz at s<sup>d</sup> Granville on the twenty Eighth Day of Feb<sup>r</sup> in the Year of our Lord Seven hundred & Ninety three by his Note of that Date for Value Recd promised said Spencer & Smith to pay them the Sum of Ten Pounds lawful Money to be paid in a good likely shipping Horse by the fifteenth Day of June then next & Interest after payable & s<sup>d</sup> Spencer & Smith aver that they have ever been ready to receive s<sup>d</sup> Horses yet s<sup>d</sup> Adams tho' often thereunto requested hath not performed his s<sup>d</sup> promise but neglected it To the Damage of the sd Spencer & Smith twenty Pounds This Case was entered at the last Sept Term <sup>continued to this Term</sup> And now the Pls appear and the Defdt tho' three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the sd Spencer & Smith do recover against the sd Adams Ten Pounds sixteen shillings of lawful Money Damages and Costs of Suit taxed at £2.73.5 & thereof Exec<sup>n</sup> Is<sup>d</sup> Nov<sup>r</sup> 19 1794

John Leavitt & Erasmus Granger both of Suffield in the County of Hart-  
 ford & State of Connecticut Merchants & Joint Partners in Trade *19*  
 Robert Blair the fourth of Blanford in the County of Hampshire Yeoman *Leavitt vs*  
 an Deft In a Plea of Trespass on the Case for that the said Robert Blair *Blair 1<sup>st</sup>*  
 the Eleventh day of March last past by his promissory Note of Hand of *Sep 43 1794*  
 that Dated by him subscribed for value Recd at Suffield viz in Blanford  
 aforesd promised the Plfs under the Firm of Leavitt & Granger to  
 pay them the sum of two Pounds Money meaning two Pounds law-  
 ful Money of the Commonwealth of Massachusetts aforesd by the fifteenth  
 day of April next meaning the fifteenth day of April <sup>next</sup> following the  
 date of the same Note with Interest - and also afterwards viz on the  
 twenty Third Day of May current he the said Robert Blair the fourth  
 by one other promissory Note of Hand of that Dated by him subscribed  
 at Blanford aforesd for value Recd promised the Plfs under the Firm  
 of Leavitt & Granger to pay them or their Order one other sum of Seven  
 Pounds Eight shillings and two pence lawful Money on Demand  
 with Interest till paid And also afterwards viz on the same  
 twenty Third Day of May current he the said Robert Blair the  
 fourth by one other promissory Note of Hand of that Dated by him  
 subscribed at Blanford aforesd for value Recd promised the Plfs un-  
 der the Firm of Leavitt and Granger to pay them or <sup>their</sup> Order one  
 other sum of Thirteen Pounds twelve shillings & seven pence half  
 penny lawful money on Demand with Interest until paid yet  
 the said Robert Blair the fourth tho' often requested hath never paid  
 either of said Sums but neglected it To the Damage of the said Leavitt  
 and Granger Forty Pounds - This Case was entered at the last  
 Sept Term <sup>he continued to this time</sup> And now the Plfs appear & the Deft<sup>th</sup> Mo<sup>th</sup> three times  
 called to come into Court makes Default of appearance here  
 Wherefore it is considered by the Court that the said Leavitt & Granger  
 do recover against the said Blair Twenty three Pounds sixteen  
 shillings & 2 pence of Lawful money Damages and Costs of  
 Suit Taxed at £2. 19. 5 & there of &c -  
 Exec<sup>d</sup> 1<sup>st</sup> Nov<sup>r</sup> 19 1794

Samuel Ishum of Blanford in the County of Hampshire House-  
 wright Plf vs Robert Blair the fourth of said Blanford Yeoman *Ishum vs*  
 Deft In a plea of Trespass on the Case for that the said Rob- *Blair*  
 ert on the twenty sixth Day of March in the Year of our Lord *Sep 44 1794*  
 One Thousand Seven Hundred and Ninety three by his pro-  
 missory Note of Hand of that Date by him subscribed for value  
 Recd at said Blanford promised the Plf to pay to him the sum of  
 seven pounds Thirteen shillings on or before the fifteenth day of July  
 next (meaning the fifteenth day of July next following the date of  
 the same Note with Interest - and also afterwards to wit on the  
 Day of the purchase of this Writ the said Robert being justly in-  
 debted to the Plf in one other sum of one Pound eleven shillings &



Athimar Reed of Granville in the County of Hampshire Yeoman Pl  
vs Samuel Bancroft of Granville aforesd Gent<sup>l</sup> Deft<sup>d</sup> In a Plea of  
Trespas on the Case for that the said Samuel at sd Granville on the  
sixteenth day of April in the year of our Lord Seventeen Hundred  
and Ninety Three by his Note in Writing under his Hand of that  
Date for value rec<sup>d</sup> promised sd Athimar to pay him or Order the  
sum of Eighteen Pounds Lawful Money within six Months from  
the Date of sd Note with Interest until paid y<sup>t</sup> A said Samuel  
tho often thereto requested hath not performed his said promise  
but neglects it To the Damage of the said Athimar Reed twenty  
Pounds This Case was entered at the last Sept<sup>r</sup> Term <sup>contin<sup>d</sup> to this time for now</sup> and neither  
Party appearing this Case is dismissed

20  
Reed vs  
Bancroft  
Sep 4<sup>o</sup> 1794

John Phelps of Granville & Russell Attwater of Blanford both in  
the County of Hampshire Joint Dealers in Trade under the name  
and Firm of John Phelps & Company Pls vs Jonathan Tiltotson  
Jun<sup>r</sup> of Granville aforesd Deft<sup>d</sup> In a Plea of Trespas on the Case  
for that whereas at sd Granville on the Third day of Sept<sup>r</sup> in the  
year of our Lord Seventeen Hundred & Ninety two accounted  
together of & concerning divers Sums of Money before that time  
due to sd John & Russell from the said Jonathan & then in ar  
rear and unpaid & upon such Account stated the aforesd Jon<sup>a</sup>  
war then and there found in arrear & unpaid to sd John &  
Russell in the sum of three Pounds three Shillings & four pence  
lawful Money & being so found in arrear the sd Jonathan under  
took & then & there faithfully promised sd John & Russell then  
& there that he the sd Jonathan would well & truly Content<sup>d</sup> & pay  
them sd John & Russell the aforesd Sum of three Pounds three Shill  
ings & four pence lawful Money whenever afterwards he should  
be thereto required with Interest & also for that the sd Jonathan  
afterwards at sd Granville viz on the same Day & year last aforesd  
being justly Indebted to sd John & Russell in the sum of three  
Pounds three Shillings & four pence lawful for the like sum of  
money before that Time by sd Jonathan had & Received to the sd  
John & Russell & being so Indebted in Consideration thereof he the sd  
Jonathan undertook then & there faithfully promised sd John & Rus  
sell to pay them sd John & Russell the same Sum of Money on Demand  
if it would not be collected out of one Amasa Tiltotson upon a Note of  
Hand signed by sd Amasa payable to one Jonathan Tiltotson for about  
the sum of fourteen Pounds which the sd John & Russell were to put  
in Suit & sd John & Russell aver that they put sd Note against said  
Amasa in Suit and recovered a Judgment a Judgment against  
sd Amasa & that they took out the Exec<sup>n</sup> on sd Judgment & deliv<sup>d</sup>  
it to a proper Officer to have it collected of sd Amasa & also for  
that Whereas the sd John & Russell afterwards at sd Granville  
viz on the Day of the purchase of this Writ at the special Instance  
and request of said Jonathan Jun<sup>r</sup> had commenced a Suit or  
action before that time against one Amasa Tiltotson in Jonathan  
Tiltotson Name according to his the sd Jonathan's Jun<sup>r</sup> Order und

Phelps & al  
vs  
Tiltotson Jun<sup>r</sup>  
Sep 4<sup>o</sup> 1794

Appointment & had done managed & carried on & Sued or Action  
 and by that means great Sums of Money had paid laid out &  
 expended and in Consideration thereof the sd Jonathan Jun  
 undertook & presumed upon himself & to sd John & Russell then & there  
 faithfully promised that he sd Jonathan would will & truly con-  
 tent and pay them the sd John and Russell all such Sums of  
 Money as the sd John & Russell so as aforesaid had paid laid out & expen-  
 id and What they the sd John & Russell for their Jus Industry Care  
 and Labour in and about the premises reasonably deserved to  
 have on Demand & they sd John & Russell in fact say that before  
 the Time of the last mentioned promises & a presumption of said  
 they had by that means as is aforesaid paid laid out & expended  
 & for their Jus Industry Care & Labour in and about the prem-  
 ises reasonably deserved to have divers Sums of Money amounting  
 to four Pounds six Shillings & ten Pence whereof the sd Jonathan Jun  
 then and there had Instant Notice yet the sd Jonathan Jun tho' often there  
 to requested hath not performed either of his sd promises but un-  
 justly neglects & refuses to perform them or either of them —  
 To the Damage of the sd John & Russell twelve Pounds This Case  
 was entered at the last Sept<sup>r</sup> Term <sup>continued to this Time</sup> And now the Pl<sup>t</sup> appear &  
 the Def<sup>t</sup> tho' three times called to come into Court makes de-  
 fault of appearance here Wherefore it is considered by the Court  
 that the sd John & Russell do recover against the sd Jonathan Jun  
 Seven pounds ten shillings & two Pence & Costs of Suit taxed at  
 £2.0.1 & there of &c

Exon. 19 Nov 1794

Spencer & al  
 vs  
 Adams  
 Sep 50 1794

Sep<sup>r</sup> Spencer & Martin Smith both of Hartland in the County  
 of Litchfield & State of Connecticut Joint Traders in Company  
 Pl<sup>t</sup> vs Titus Adams of Granville in the County of Hampshire  
 Geoman Def<sup>t</sup> In a Plea of Trespass on the Case for that the  
 Titus at Hartland viz at Granville on the Third Day of  
 February last past by his Note in Writing under his Hand  
 of that Date for Value rec<sup>d</sup> promised sd Spencer & Smith to pay  
 them the Sum of twenty seven Pounds two Shillings & six Pence  
 lawful Money within five Weeks from the Date of sd Note with  
 Interest after due yet sd Titus tho' often there to requested hath  
 not performed his sd promise but neglects it To the Damage of  
 the sd Spencer & Smith Eighty Pounds This Case was entered at  
 the last Sept<sup>r</sup> Term <sup>continued to this Time</sup> And now the Pl<sup>t</sup> appear & the Def<sup>t</sup> tho'  
 three times called to come into Court makes default of appearance  
 here Wherefore it is considered by the Court that the sd Spencer &  
 Smith do recover against the sd Adams twenty eight Pounds  
 six shillings & six Pence & Costs of Suit taxed at £2.9.7 &  
 thereof &c

Exon. 19 Nov 1794

Israel Gibbs second late of Blanford in the County of Hampshire Yeoman 21  
 any more of a Plea called Cook Sabie in the State of New York Trader Gibbs vs  
 vs David Munroe of Marlborough in the County of Middlesex Gent<sup>l</sup> alias Innkeeper Munroe  
 in a Plea of Trespass on the Case for that whereas the said David at 30  
 Blanford on the twelfth Day of October in the year of our Lord Seventeen Sep 54. 1794  
 Hundred & Ninety two by his Note of that Date in Writing under his Hand  
 of that Date for Value Received promised said Israel to pay him or his  
 Order the sum of twenty five Pounds fifteen Shillings & Nine pence mean-  
 ing lawful Money on Demand with Interest yet said David though  
 often thereto requested hath not performed his said Promise but neg-  
 lected it To the Damage of the said Israel Gibbs Thirty Pounds  
 This Case was entered at the last Sept<sup>l</sup> Term <sup>continued to this time</sup> And now the Pl<sup>y</sup> appears  
 and the Defnd<sup>t</sup> the three times called to come into Court makes  
 Default of appearance here Wherefore it is considered by the Court  
 that the said Gibbs do recover against the said Munroe Fourteen Pounds  
 Nine Shillings & six pence & Costs of Suit taxed at £3. 14. 3 &  
 there of &c. After which the Defnd<sup>t</sup> appears by Joseph Symon Jun<sup>r</sup> Day  
 his self and appeals from the Judgment of this Court to the next Supreme Judicial  
 Court next to be holden at Northampton on the last Tuesday of April next & he expires  
 with supplies as the Law directs for his prosecuting the same with Effect &c. by <sup>appears</sup> <sup>in filio d<sup>o</sup></sup>  
 John Loyd of Blanford in the County of Hampshire Blacksmith Pl<sup>y</sup> Loyd vs  
 vs David Munroe of Marlborough in the County of Middlesex Innkeeper Munroe  
 keeper Innkeeper alias Gent<sup>l</sup> In a Plea of Trespass on the Case for that Sep 55 1794  
 whereas the said David at Marlborough viz at 30 Blanford on the  
 twenty fourth Day of June last past by his Note of that Date in writ-  
 ing under his hand for Value Rec<sup>d</sup> promised said John to pay him  
 or his Order the sum of thirty Pounds meaning lawful Money by Oc-  
 tober the first Day meaning by the first day of October then next  
 with Interest untill paid yet said David tho<sup>o</sup> often thereto re-  
 quested hath not performed his said Promise but unjustly neglects &  
 refuses to perform it To the Damage of the said John Loyd Fifty Pounds  
 This Case was entered at the last Sept<sup>l</sup> Term <sup>continued to this time</sup> And now the Pl<sup>y</sup> ap-  
 pears and the Defnd<sup>t</sup> the three Times called to come into Court  
 makes Default of appearance here Wherefore it is considered by the  
 Court that the said Loyd do recover against the said Munroe three  
 Pounds eight Shillings & six pence & Costs of Suit taxed at £0. 17. 1 1/2  
 & there of &c.  
 Done in Nov<sup>r</sup> 19 1794

Joshua Waddington of the City and County of New York in the State Waddington  
 of New York Merchant Pl<sup>y</sup> vs Warham Parks of Westfield in the Coun- Parks vs  
 ty of Hampshire Trader & John Atwater late of Westfield Trader Sep 58 1794  
 Defnd<sup>t</sup> In a Plea of the Case for that Whereas the said Warham & John  
 at said Northampton on the twenty seventh Day of Sept<sup>l</sup> last past  
 were and long before that Time had been Partners & joint dealers in  
 Trade under the Firm of John Atwater and Company And Whereas  
 the said Joshua at New York to wit at Northampton a few said on  
 the same Day and Year had sold and delivered to the said Warham  
 and John at their special Instance and request divers Goods Wares  
 and Merchandises to the amount & Value of two hundred & twenty  
 Nine Pounds and eight Shillings in lawful Money they the said

Warham & John in Consideration thereof then and there made  
their promissory Note in Writing signed by the said John in behalf  
of the same Company to wit in behalf of the said Warham & John  
and by the said John in behalf of the said Warham & John delivered  
to said Joshua by which promissory Note the said Warham &  
John then and there for Value received promised the said Joshua to pay  
to him or his Order two Hundred & twenty Nine Pounds in Law-  
ful Money at the end of six Months from & after the Date of the  
same Note with lawful Interest for the same from and after the  
end of three Months from the Date of the same Note until paid &  
said Joshua avers that the same Note was never assigned to any  
person - Also for that whereas the said Joshua at New York to wit  
at Northampton aforesaid on the fourteenth Day of December  
last past had sold & delivered to the said Warham & John being part-  
ners & Joint dealers in Trade as aforesaid under the Firm aforesaid at  
their request divers other Goods Wares & Merchandizes to the  
amount and Value of two Hundred & two Pounds Nine Shill-  
ings & seven pence in lawful Money May the said Warham & John  
in consideration thereof made their Note in Writing signed  
with the Name of the said John in behalf of the said John & Warham &  
delivered the same Note to the said Joshua by which Note the said War-  
ham & John to wit on the same fourteenth Day of December  
aforesaid at Northampton aforesaid for Value received promised the said  
Joshua to pay him or his Order two Hundred & two Pounds Nine  
Shillings & seven pence in lawful Money at the end of six  
Months from & after the Date of the same Note with the lawful  
Interest for the same from and after the end of three Months  
from the Date of the same Note until paid and said Joshua avers  
that the same Note was never assigned to any other Person -  
Also for that the said Warham & John at said Northampton  
on the twenty seventh Day of Sept<sup>r</sup> last past owed the said  
Joshua the sum of two Hundred & twenty Nine Pounds & eight  
shillings in lawful money for divers other Goods Wares and  
Merchandizes by the said Joshua to the said Warham & John at their  
special Instance request then before that time sold & deliv<sup>d</sup>  
& then & there in consideration thereof promised said Joshua  
to pay him the same sum at the end of six Months then next  
to come with lawful Interest for the same from the end of three  
Months then next to come until paid Also for that the said War-  
ham & John at the said Northampton on the twenty fourth Day of Sept<sup>r</sup>  
last past and long before & after that Time were Partners & Joint  
dealers in Trade for their common Advantage And Whereas  
the said Joshua at New York to wit at Northampton aforesaid on  
the same twenty fourth Day of Sept<sup>r</sup> had sold & delivered to the said  
John & Warham at their special Instance request divers Goods  
Wares Merchandizes to the amount & Value of two Hundred &  
twenty Nine Pounds eight Shillings in the Currency of New York  
the said John in consideration thereof then & there for himself & the said

Warham his Partner made his promisory Note in Writing with his  
 own hand subscribed bearing date the same Day & Year & delivered it  
 then & there to the <sup>d</sup> Joshua by which Note the <sup>d</sup> Joshua for himself & the  
 said Warham his Partner promised the <sup>d</sup> Joshua to pay him or Order  
 six Months after the date of the Note two hundred & twenty Nine  
 Pounds eight shillings meaning New York Currency with legal In-  
 terest thereon after three Months Value and the <sup>d</sup> Joshua says that  
 two Hundred & twenty Nine Pounds eight shillings in the Currency  
 of New York is equal in Value to three fourths of the same Sum in  
 the lawful money of Massachusetts - Also for that whereas the <sup>d</sup>  
 Warham and John at <sup>d</sup> Northampton on the fourteenth Day of Dec<sup>r</sup>  
 last past and long before and after that Time were Partners & Joint  
 Dealers in Trade for their Common Advantage and whereas the <sup>d</sup>  
 Joshua at New York to wit at Northampton aforesaid on the same  
 fourteenth Day of December had sold & delivered to the <sup>d</sup> John &  
 Warham at their special Instance and request divers other Goods  
 Wares and Merchandizes to the amount and Value of two hun-  
 dred & two Pounds Nine Shillings & seven pence in the Currency  
 of New York the said John then & there for himself & the <sup>d</sup> Warham  
 his Partner in Consideration thereof made his promisory Note in  
 Writing with his own hand subscribed bearing date the same Day  
 and Year and then and there delivered the same Note to <sup>the</sup> <sup>d</sup> Joshua  
 by which same Note the <sup>d</sup> John for himself & the <sup>d</sup> Warham his Part-  
 ner promised the <sup>d</sup> Joshua to pay him or Order six Months after  
 the date of the Note two hundred & two Pounds Nine Shillings &  
 seven pence (meaning New York Currency) with lawful Inter-  
 est after three Months from <sup>the</sup> <sup>d</sup> Date and the <sup>d</sup> Joshua says that two  
 hundred & two Pounds Nine Shillings & seven pence in the Cur-  
 rency of New York is equal in Value to three fourths of the same  
 Sum in the lawful money of Massachusetts -  
 Also for that whereas the <sup>d</sup> Warham & John at <sup>d</sup> Northampton on  
 the twenty seventh Day of Sept last past was indebted to the said  
 Joshua in two hundred and twenty Nine Pounds Eight Shillings  
 in New York Currency for divers other Goods Wares & Merchandizes of  
 the <sup>d</sup> Joshua by him the <sup>d</sup> Joshua to the <sup>d</sup> Warham & John at their  
 special Instance & request before that time sold & delivered & being  
 so indebted the <sup>d</sup> Warham & John then afterwards the same Day in  
 Consideration thereof undertook and to the <sup>d</sup> Joshua then & there  
 faithfully promised to pay him the same Sum at the end of six  
 Months then next to come with lawful Interest for the same Sum  
 after three Months then next to come and the <sup>d</sup> Joshua says that the same  
 Sum in New York Currency is equal in Value to three fourths of  
 of the same Sum in our lawful Money - Also for that the <sup>d</sup> Warham  
 and John at <sup>d</sup> Northampton on the fourteenth Day of December  
 last past was indebted to <sup>the</sup> said Joshua in two hundred & two Pounds  
 Nine Shillings & seven pence in New York Currency for divers  
 Goods Wares and Merchandizes of the said Joshua by him the <sup>d</sup>  
 Joshua to the <sup>d</sup> Warham & John at their special Instance & request  
 before that time sold & delivered and being so indebted the <sup>d</sup> Warham &

and John then afterwards the same day in Consideration thereof  
undertook and to the sd Joshua then & there faithfully promised to  
pay him the same Sum in six Months then next to come with law-  
ful Interest for the same after three Months then next to come And  
the P<sup>y</sup> says that the same Sum in New York Currency is equal in  
Value to three fourths of the same Sum in our lawful Money &  
Also for that the said Warham & John at sd Northampton the  
fourteenth Day of December last past owed the said Joshua the Sum  
of two Hundred and two pounds Nine shillings & seven pence  
in lawful Money for divers other Goods Wares & Merchandises  
by the sd Joshua to the sd Warham & John at their request there before  
that time sold & delivered & then & there in Consideration thereof  
promised said Joshua to pay him the same Sum at the end of six  
Months then next to come with lawful Interest for the same from  
the end of three Months then next to come untill paid &  
Also for that the sd Warham & John at sd Northampton on the  
fourteenth Day of December last past owed the sd Joshua the Sum  
of four hundred and thirty one Pounds seventeen shillings &  
seven pence in lawful Money for divers other Goods Wares &  
Merchandises by said Joshua to the sd Warham & John at  
their special Request and request then before that time sold  
and delivered & then & there in Consideration thereof promised  
said Joshua to pay him the same Sum on Demand &

Also for that whereas the sd Joshua at sd Northampton on the  
last day of June last past sold and delivered to sd Warham &  
John at their request divers other Goods Wares & Merchandises  
that the sd Warham and John in Consideration thereof then  
& there promised said Joshua to pay him so much Money  
as the same Goods Wares and Merchandises at the Time  
of the sale & delivery thereof were reasonably worth in de-  
mand and sd Joshua says that the same Goods Wares &  
Merchandises were reasonably worth the Sum of four hun-  
dred thirty one Pounds seventeen shillings & seven pence  
in lawful Money to wit at the same Time of sale & delivery  
aforesaid where of the sd John & Warham then afterwards the  
same Day had notice &

Also for that the sd Warham & John at sd Northampton on  
the last day of June last past owed the sd Joshua four Hundred  
and thirty one pounds seventeen shillings & seven pence in  
lawful Money & so much Money by said Warham & John to  
the use of said Joshua then before that Time had & received  
and then & there in Consideration thereof promised said  
Joshua to pay him the same Sum on Demand yet said War-  
ham and John tho' often thereto requested have never  
performed either of their said Promises but neglect & refuse to  
do it to the Damage of the sd Joshua five Hundred Pounds  
This case was entered at the last Sept. Term & continues to this Time  
the P<sup>y</sup> appears by counsel & brings in his Atty. in the Defects  
by John Ingersoll Gent. His Atty comes & defends &c & for

Pleas say they never promised in manner & form as the Plaintiff's Declaration against them hath alledged & thereof put themselves on the Country for Trial. And the said Joshua by his Atty. aforesaid reserving Liberty to reply anew on Trial of the appeal replies & says that the Plea by the Defr. above pleaded and the matters therein contained is an insufficient answer to his Declaration & that he is not bound by the Laws of the Land to reply thereto Wherefore &c. for want of a sufficient Plea &c. prays Judgment. And the Defr. by their Atty. aforesaid consenting to the Reservation say their Plea is sufficient. Wherefore all & singular the Premises being seen & by the Court understood it appears to the Court that the Plea aforesaid of the Warham and John and by them pleaded and the matters therein contained is a full & sufficient answer to the Declaration of the said Joshua. And that the said Joshua by his Plea aforesaid ought to receive nothing. Therefore it is considered by the Court that ~~by the Court that the~~ the said Joshua by his Plea aforesaid do receive nothing but that for his groundless Claims he be in Mury &c. And it is further considered that the said Warham & John do recover agst the said Joshua their Costs in Defending this Suit taxed at £. When upon the said Joshua by his Atty. aforesaid appeals from the Judgment of this Court to the next Supreme Judicial Court to be holden at Northampton aforesaid on the last Tuesday of April next. And he recognizes with Sureties as the Law directs for prosecuting the same with effect &c. as by said Recog. nizan and on file does appear &c.

Benjamin Davenport of Hartford in the County of Hartford & Davenport vs  
State of Connecticut Gent. Plf vs Gideon Parsons of Amherst in Parsons  
the County of Hampshire, Deft. In a Plea of the Case for that Sep 42 1794  
Whereas the said Gideon at said Amherst on the first day of June last past by his Note under his hand of that date for value received promised the said Benj<sup>n</sup> to pay him or his Order the Sum of twenty six pounds six shillings & eleven pence in lawful Money on Demand with lawful Interest for the same until paid & the said Benj<sup>n</sup> avers that the same Note has never been transferred to any other Person yet the said Gid<sup>n</sup> tho often requested has never paid the same nor any part thereof but neglects & refuses to do it to the Dam<sup>t</sup> of the said Benj<sup>n</sup> Thirty Pounds. This Case was entered at the last Sept Term and <sup>continued to this Term & now</sup> the Plaintiff appears & the Defr. tho three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Benj<sup>n</sup> do recover against the said Gideon twenty Pounds two shillings & one penny of lawful money Dam<sup>t</sup> & costs of Suit taxed at £2. 7. 5 & thereof &c. Exec<sup>n</sup> J<sup>d</sup> Dec<sup>r</sup> 3 1794

Jephtha Willson of Palmer in the County of Hampshire Yeom<sup>n</sup> Plf vs James Shaw of S. Palmer Yeom<sup>n</sup> Deft. In a Plea &c. as is set forth in the Declaration on file &c. This Case was entered at the last Sept Term & <sup>continued to this time</sup> neither Party appearing this Case is dismissed.

Willson vs  
Shaw  
Sep 42 1794

Adams vs  
Starr  
Sep 72 1794

Nahel Adams of Suffield in the County of Hartford & State of Connecticut Yeoman Plf vs Josiah Starr of Gill in the County of Hampshire Yeoman alia Gentleman Deft In a Plea of the Case for that said Josiah at East Windsor to wit at Gill aforesd on the Eighth day of June in the year of our Lord seventeen Hundred & Ninety Three by his Note under his hand of that Date for Valued by the name of Josiah Starr & Co promised & Assured to pay him the sum of Eighteen Pounds fifteen shillings Lawful Money on Demand with lawful Interest for the same till p<sup>d</sup> yet said Josiah tho often thereto requested hath never p<sup>d</sup> the same but wholly refused so to do - To the Damage of the said Nahel twenty four pounds - This Case was entered at the last Sept<sup>r</sup> Term <sup>assigned to this Term</sup> And now the Plf appears & the Deft tho three times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that the said Nahel recover against the said Josiah twenty Pounds & seven shillings & Costs of Suit taxed at £ 3. 11. 5 & thereof &c

Exec<sup>d</sup> ip<sup>d</sup> Nov 25 1794

Ireland vs  
Noble  
Sep 73 1794

William Ireland of Blanford in the County of Hampshire Yeoman Plf vs Mudad Noble of Blanford Yeoman Deft In a Plea of the Case &c as is set forth in the Declaration on file &c This Case was entered at the last Sept<sup>r</sup> Term <sup>continued till this Term</sup> neither party appearing this Case is dismissed - &c

Broomfield vs  
Parks & al  
Sep 74 1794

Samuel Broom and Jeremiah Platt both of the City County & State of New York Merchants & Joint dealers in Trade under the names of Broom Platt & Company Plf vs Warham Parks of West field in the County of Hampshire Esq and John Alwater of the same Westfield Merchant & both lately joint dealers in Trade Defts In a Plea of Trespass on the Case for that whereas the said Warham & John at Northampton on the fourteenth Day of December last past were & long before that time had been Partners & Joint dealers in Trade under the Firm of John Alwater & Company & Whereas the said Samuel & Jeremiah at New York to wit at Northampton aforesd on the same day & year aforesd had sold & delivered to the said Warham & John at their special Instance & request divers Goods Wares & Merchandizes to the amount & Value of one thousand & seventy four Pounds ten shillings & five pence one farthing Lawful Money of the State of New York to the said John in Consideration thereof & promised upon himself & for himself & the said Warham & to the Plfs th<sup>r</sup> more faithfully promised to pay them the same sum of one thousand & seventy four Pounds ten shillings & five pence one farthing Lawful Money of the State of New York in six months after the same fourteenth Day

of December aforesaid together with the legal Interest for the same until paid & the Pls aver that one Hundred & Twenty four Pounds ten shilling & five Pence lawful money of the State of New York is equal in Value to three fourths of the same Sum in the Lawful money of the Commonwealth aforesaid —

Also for that the D<sup>r</sup> Warham & John at New York to wit at Northampton aforesaid on the twelfth day of June in the year of our Lord One Thousand Seven Hundred & Ninety three & long before after that Time were Partners & Joint Dealers in Trade for their common Advantage & being justly indebted to the Pls in another Sum of fifty five Pounds four Shillings & one penny lawful Money of the State of New York for divers other Goods Wares and Merchandise there before that Time sold & delivered at the Special Instance & request of the said Warham & John & being so Indebted in Consideration thereof the D<sup>r</sup> John for himself & the said Warham promised the D<sup>r</sup> Samuel & Jeremiah to pay them the same Sum of Fifty five pounds four Shillings & one penny lawful Money of the State of New York in six Months after the same twelfth day of June aforesaid together with the legal Interest for the same until paid & the Pls aver that Fifty five Pounds four Shillings & one penny lawful Money of the State of New York is equal in Value to three fourths of the same Sum in the lawful Money of the Commonwealth aforesaid —

Also for that the D<sup>r</sup> Warham & John at New York to wit at Northampton aforesaid on the twenty sixth day of Sept last past were justly indebted to the Pls a further Sum of Forty two Pounds seven Shillings and six pence one farthing Currency of the State of New York for divers other Goods Wares & Merchandise there before that time sold & delivered at the Special Instance & request of the D<sup>r</sup> Warham & John & being so indebted in Consideration thereof the D<sup>r</sup> John for himself & the D<sup>r</sup> Warham promised the D<sup>r</sup> Samuel & Jeremiah to pay them the same last mentioned Sum in six Months after the same twenty sixth Day of Sept aforesaid together with the legal Interest for the same until paid & the Pls aver that forty two Pounds seven Shillings & six pence one farthing Currency of the State of New York is equal in Value to three fourths of the same Sum in the lawful Money of the Commonwealth aforesaid —

Also for that the D<sup>r</sup> Warham & John at New York to wit at Northampton aforesaid on the same fourteenth Day of December aforesaid were justly indebted to the Pls in a further Sum of twenty six pounds Eighteen Shillings & ten Pence Currency of the State of New York for divers other Goods Wares & Merchandise there before that time sold & delivered at the Special Instance & request of the D<sup>r</sup> Warham & John & being so indebted in Consideration thereof the D<sup>r</sup> John for himself & the D<sup>r</sup> Warham promised the D<sup>r</sup> Sam<sup>l</sup> & Jerem<sup>l</sup> to pay them the same last mentioned Sum in six Months after the same fourteenth Day of December

aponds together with the legal Interest for the same until paid  
& the P<sup>l</sup>s aver that Seventy six pounds Eighteen Shillings  
& ten pence Currency of the State of New York is equal in Value  
to three fourths of the same Sum in the lawful Money of Massa-  
chusetts ~

Also fort that the D<sup>s</sup> Warham & John at New York to wit at  
Northampton aforesaid on the same fourth Day of December  
aforesaid in Consideration that the P<sup>l</sup>s had then before that time  
sold & delivered to the D<sup>s</sup> Warham & John Divers other Goods, Wares  
and Merchandise at their special Instance & request Apum-  
ed upon themselves & to the P<sup>l</sup>s then & there faithfully prom-  
ised to pay them so much Money on the same Goods, Wares &  
Merchandise at their special Instance & request Apum-  
ed upon themselves & to the P<sup>l</sup>s then & there faithfully promised to  
pay them so much Money as the same Goods, Wares & Mer-  
chandise last mentioned at the time of the Sale & delivery there-  
of were reasonably worth whenever after they should be there  
to requested & the P<sup>l</sup>s aver the same Goods, Wares & Merchan-  
dise last mentioned at the Time of the Sale & delivery there-  
of were reasonably worth the Sum of One Hundred & Twenty  
four pounds ten Shillings & five pence one farthing Cur-  
rency of the State of New York equal in Value to three fourths  
of the same Sum in the lawful Money of the Commonwealth  
aforesaid of which the D<sup>s</sup> Warham & John then & there had Notice

Also fort that the D<sup>s</sup> Warham & John at Northampton  
aforesaid on the thirty first Day of May last past were justly in-  
debted to the P<sup>l</sup>s in a further Sum of One hundred & Eighty  
Pounds lawful Money for the like Sum of Money there before  
that Time had received & to the use of the P<sup>l</sup>s & being so  
indebted in Consideration thereof Apum-  
ed upon themselves and to the P<sup>l</sup>s then & there faithfully promised to pay them  
the same last mentioned Sum on Demand yet the D<sup>s</sup> War<sup>m</sup>  
and John the often requested hath never performed either of  
their promises aforesaid or any part of either of them but  
unjustly neglects it To the Damage of the D<sup>s</sup> Broom & Platt  
two Hundred Pounds ~ This Cause was entered at the last  
Sept<sup>r</sup> Term <sup>now</sup> until this time the P<sup>l</sup>s appear by Jacob Symonds  
Esq<sup>r</sup> their atty and the Def<sup>t</sup>s by John Ingersoll Gent<sup>r</sup> their  
att<sup>y</sup> come & defende & for the say they never promised in  
manner & form as the P<sup>l</sup>s in their Declaration against them  
have alledged & there of put themselves in the Country &c  
And the P<sup>l</sup>s reserving Liberty to reply answer in Trial of the  
affair reply & say that the Plea by the Def<sup>t</sup>s above Pleaded  
is an insufficient Answer to their Declaration Wherefore  
they pray Judgment &c And the D<sup>s</sup> Def<sup>t</sup>s consenting to  
Resentive say their Plea is sufficient &c

Wherefore all & singular the Premises being seen & by the Court understood it appears to the Court that the Plea aforesaid of the said Warham & John and by them pleaded & the matters in the same contained is a full & sufficient answer to the Declaration of the said Broom & Platt & that the said Broom & Platt by their Plea aforesaid ought to receive nothing - Therefore it is considered by the Court that the said Broom & Platt by their Plea aforesaid do receive nothing but that for their groundless Claim they be in Mercy &c And it is further considered by the Court that the said Warham & John do recover against the said Broom & Platt their Costs in defending this Suit taxed at £

Whence upon the said Broom & Platt by their Attys aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court next to be holden at Northampton upon the last Tuesday of April next and he recognizes with Sureties as the Law directs for their prosecuting the same with Effect &c as by the Recognizance on file does appear &c

(David Billings of Amherst in the County of Hampshire Yeoman <sup>Billings vs</sup>  
 Wm Chilib Smith Windsor Smith of Hadley in sd County Tradesmen <sup>Smith & al</sup>  
 vs In a Plea that the said Chilib & Windsor render to him the said David a reasonable amt from the time that they were Bailiffs of the said David & receivers of the money of the said David at Hadley in sd County for this to wit that whereas the said Chilib & Windsor from the twenty fifth day of June last past till the twenty fifth Day of July last past at Hadley aforesaid were Bailiffs of the said David & for all the same time had the care administration of twelve Barrels of Potash containing thirty eight hundred one quarter of an hundred & twenty Pounds of potash to the value of sixty three Pounds Eight Shillings & two pence to wit at sd Hadley to Merchandise & make profit there of for the said David & a reasonable amt thereof to the said David where they should better unto required to render & receivers of the monies of the said David for the whole time aforesaid & within the same time did receive the monies of the said David at Hadley aforesaid by the Hands of Butler sixty Nine Pounds to render a reasonable amount thereof to the said David where they should be the more to required nevertheless the said Chilib & Windsor although often required to render their reasonable amt of the Premises to the said David the same Amt have never rendered but wholly refuse to do so To the Damage of the said David Seventy Pounds - This Case was entered at the last May Term at which Time the Parties appeared & agreed to refer this Case to the Judgment & determination of Mr David Billings of Hatfield Esqr Matthew Esqr Mr Blaizer & Peter Esqr the award of them or any two of them to be final to be returned into this Court Judgment to be made upon Exon ip accordingly which agreement of sd Parties is made the Rule of this Court & it is considered that they have Day here in Court on the Second Tuesday of Novemb next & the Case was continued from Term to Term

all this time And now the said Sarah appears & the Referees afore-  
said into Court their award viz that the said Philibab Windsor  
2 ofds recover of the said David Billings the sum of one pound  
thirteen shillings & four pence their cost of Referees & costs of  
Court & taxed by the Court. Whence upon this considered by the  
Court that the said Philibab Windsor do recover against the  
David <sup>his</sup> ~~Billings~~ <sup>indebtedness</sup> ~~thirteen shillings & four pence~~ <sup>the</sup> ~~costs of~~  
tand at £2. 15. 10 & therefor

Given in Nov 25 1794

Thompson vs  
Porter  
Sep 71 1794

Noah Thompson of Palmer in the County of Hampshire Yeoman  
Pls vs Elisha Porter of Hadley in said County Esqr & Sheriff of  
County Desds In a plea of Suspense on the Case for that whereas  
he the said Noah before our Justices of our Court of Common Pleas  
holden at Northampton within & for the County of Hamp-  
shire on the Third Tuesday of May in the year of our Lord Seven-  
teen hundred & Ninetytwo recovered Judgment against Joseph  
Darling of said Palmer Yeoman for the sum of four Pounds Six  
Shillings & ten pence Damages & Cost of Suit taxed at £4. 0. 0  
as by the Record thereof in said Court remaining is manifest  
& appears & afterwards the said Noah sued out his writ of Execu-  
tion on the Judgment aforesaid to wit on the twenty eighth day  
of May in the year last aforesaid in due form of Law directed to  
the Sheriff of the County of Hampshire or either of his Deputies  
whereby the said Sheriff or Deputies were commanded to cause the  
sum aforesaid together with one shilling more for the Writ of Ex-  
ecution to be paid & satisfied unto the said Noah of the Goods Chattels  
and Lands of the said Joseph Darling within his precinct & to  
make due return of the same Writ of Execution with his  
doings therein into the Clerks Office of said Court within  
Ninety Days then next following which said Execution so  
issued on the said Judgment he the said Noah afterwards on the  
same twenty eighth day of May at the said Palmer committed &  
delivered to one Rufus Trask then & long afterwards a Depu-  
ty Sheriff under the said Elisha Porter then & ever since Sheriff  
of the County aforesaid to be by him duly served executed & returned  
according to Law as by the same Writ he was commanded  
Nevertheless neither the said Sheriff or his Deputy or either of them  
have ever caused the same sum to be paid and satisfied to the  
Noah as by the same Writ they were commanded but afterwards  
on the Return day of the Writ of Execution he the said Rufus  
falsely & with intention to injure the said Noah & to deprive him of  
all benefit from the said Execution certified on the same that  
he had made diligent search & could find neither the body  
or any of the Estate of said Execution in his precinct or within

Levy & Exon & Thompson returned the same wholly unsatisfied altho  
 P Rufus had before that time attached property sufficient to secure  
 the same sums on the Original Writ on which said Execution was  
 obtained & P Noah in fact says that there was estate enough always  
 to be found in the Precinct of P Rufus & within his knowledge of  
 said Joseph Darlingon which P Exon might have been levied or  
 in the P Rufus might have taken the body of said Joseph who went  
 at large in the Precinct of said Rufus for all the time which the said  
 Execution was in his hands & said Noah avers that said Return  
 of the P Rufus is altogether false & made with intention to injure  
 him the P Noah & P Noah further says that P Elisha Porter is liable  
 & answerable for all Defaults & neglects of his P Deputy Sheriff in  
 his said Office & by means of P Default of the aforesaid Rufus in not  
 serving & executing & truly returning said Execution but the said  
 Noah hath wholly lost the benefit of the said Judgment to the Dam-  
 age of the P Noah Fifteen Pounds. This Case was entered at  
 the last Sept<sup>m</sup> Term at which time the parties appeared  
 & agreed to refer this Suit to the Judgment & determination  
 of Dwight Foster Esq<sup>r</sup> or in his Absence to Eben Mattoon Jun Esq<sup>r</sup>  
 Joseph Hoar Jun<sup>r</sup> & John Patrick The award of them or any  
 two of them or any two of them to be final to be returned into  
 this Court Judgment to be made up & Exon is accordingly  
 Which agreement of the P Parties is made the Rule of this Court  
 & it is considered that they have Day here in Court until  
 the second Tuesday in Nov<sup>r</sup> next & the Case was contin-  
 til this Time And now the P parties appear & the Ref-  
 erres aforesaid send into Court their award viz that the  
 P Elisha Porter Esq<sup>r</sup> the Deft<sup>r</sup> of our recover of the P Noah  
 Thompson the sum of Four Pounds Eight Shillings & Eleven  
 pence his Costs of this Reference & the Costs of Court to be  
 taxed by the Court. Whereupon it is considered by the Court  
 that the P Elisha do recover against the P Noah his Costs in  
 defending this Suit taxed at £ 5. 4. 5 & thereof &

Exon is Dec<sup>r</sup> 29<sup>m</sup> 1794

May 1 01 I Aaron Hays of London in the County of Berkshire Yeoman  
Fowler vs Daniel Fowler of Southwick in our County of Hampshire Yeoman  
Sep 23 1794 Deft In a plea that the S<sup>d</sup> Daniel render to him the sum of  
Five pounds eleven shillings & eleven pence Lawful Money  
which to him he owes & from unjustly detains for this to  
wit that whereas the S<sup>d</sup> Aaron at Southwick afores<sup>d</sup> the twen-  
ty fourth day of August in the year of our Lord One thousand  
seven hundred & eighty nine by the Consideration & Judg<sup>t</sup> of  
Isaac Coit Esq<sup>r</sup> one of the Justices of the Peace for s<sup>d</sup> County re-  
covered of the S<sup>d</sup> Daniel the sum of Four pounds fifteen shil-  
lings & one penny Lawful Money Debt & sixteen shillings &  
ten pence Costs of suit whereof the S<sup>d</sup> Dan<sup>t</sup> is convicted on  
the Copy of Record of the S<sup>d</sup> Justice remaining duly appears  
which Judg<sup>t</sup> still remaining in its full force wholly un-  
satisfied unrevocable & unimp<sup>d</sup> for altho the S<sup>d</sup> Aaron hath  
sued out a writ of Exce<sup>n</sup> on the same Judg<sup>t</sup> yet the same  
hath long since been returned to the S<sup>d</sup> Justice wholly un-  
satisfied - Whereby action hath accrued to the Pl<sup>t</sup> to de-  
mand & have of the said Daniel the sum of Five pounds &  
eleven shillings & eleven pence & one shilling & four pence  
for said Writ of Exce<sup>n</sup> together with the Interest on s<sup>d</sup> Sum,  
yet the S<sup>d</sup> Dan<sup>t</sup> tho often requested hath never paid s<sup>d</sup> Sum  
or any part thereof but unjustly neglects & refuses to do  
it To the Dam<sup>s</sup> of the S<sup>d</sup> Aaron Hays ten pounds - <sup>peny</sup>  
This Case was enter<sup>d</sup> at the last Sep<sup>r</sup> Term ~~and is~~ <sup>remains</sup> ~~the~~ <sup>the</sup>  
Pl<sup>t</sup> appears & the Def<sup>t</sup> thrice times called to come into Court  
makes default of appearance here Wherefore it is consid<sup>d</sup>  
by the Court that the S<sup>d</sup> Aaron do recover ag<sup>t</sup> the S<sup>d</sup> Dan<sup>t</sup> eleven  
pounds seven shillings of Lawful money Debt & Costs of suit  
taxed at £2.0.9 - thereof & after which the Def<sup>t</sup> appears  
by John Ingersoll Esq<sup>r</sup> his atty and appeals from the Judg<sup>t</sup> of  
this Court to the Supreme Judicial Court next to be holden  
at Northampton within & for the County of Hampshire on  
the last Tuesday of April And he recognises with sureties  
as the Law directs for the S<sup>d</sup> Fowler's prosecuting the same  
with the effect as by s<sup>d</sup> Recognizance on file does appear &

Grinwell vs John Grinwell of Norwich in the County of Hampshire Yeoman  
Haskell vs John Haskell of Norwich Yeoman Def<sup>t</sup> In a plea that  
Sep 24 1794 the said Haskell render to him the s<sup>d</sup> Grinwell the sum of seven  
hundred & fourteen shillings Lawful Money which to him he  
owes & from him unjustly detains for this to wit that Whereas  
on the four Day of Sept<sup>r</sup> in the year of our Lord One thousand  
seven hundred & ninety at Norwich afores<sup>d</sup> the S<sup>d</sup> Haskell

by John Shirkland Esq<sup>r</sup> then & ever since a Justice of the Peace for  
 D<sup>d</sup> County acknowledged in the form prescribed by Law under the  
 hand & Seal of the said Haskell that he the said Haskell owed the D<sup>d</sup>  
 Griswold the sum of seven pounds & fourteen shillings of lawful  
 money to be paid to the D<sup>d</sup> Griswold on the thirtieth Day of Sept<sup>r</sup> one  
 Thousand seven Hundred & Ninety & the D<sup>d</sup> Haskell by the D<sup>d</sup> Recogni-  
 zance then & there entered into as afores<sup>d</sup> before the said Justice did  
 Will & Grant that if he should fail of the payment of the Debt afores<sup>d</sup>  
 by the D<sup>d</sup> thirtieth of Septem<sup>r</sup> that the same should be levied of his Goods &  
 Chattels Lands & Tenements & in want thereof of his body whereof the said  
 Haskell is convicted on by the Record then of before the same Justice on  
 maining fully appears which Recognizance is in its full force & whol-  
 ly unsatisfied unreversed & unpaid & on which no Exec<sup>n</sup> hath issued  
 Whereby action hath accrued to the D<sup>d</sup> Griswold to Demand & have  
 of the D<sup>d</sup> Haskell the said Sum of seven pounds & fourteen shillings &  
 the Interest thereon Yet the D<sup>d</sup> Haskell tho<sup>t</sup> often requested hath never  
 paid said Sum nor the Interest nor any part thereof but unjustly  
 neglects & refuses to do it To the Damage of the D<sup>d</sup> John Griswold the  
 sum of Fifteen Pounds - This Case was entered at the last Sept<sup>r</sup>  
 Term & ~~was tried~~ <sup>is tried</sup> at the time And now the D<sup>d</sup> appears appears & the  
 D<sup>d</sup> ~~has~~ <sup>has</sup> three times called to come into Court makes Default of ap-  
 pearance here wherefore it is considered by the Court that the said  
 Griswold do recover against the D<sup>d</sup> Haskell Nine Pounds twelve  
 shillings & ten pence Debt & Costs of Suit taxed at £ 1. 19. 9<sup>d</sup>  
 thereof &c - Exec<sup>n</sup> if Nov<sup>r</sup> 24 1794

Stamphire To the Sheriff of our said County of Stamphire or  
 his Dep<sup>y</sup> Greeting Whereas John Alwater of Westfield in our Coun-  
 ty of Stamphire Merchant & Russell Alwater of Blanford in the  
 same County Merchant before our Justices of our Court of Common  
 Pleas holden at Northampton within & for our D<sup>d</sup> County of Hamp-  
 shire on the first Tuesday of Sept<sup>r</sup> in the year of our Lord One  
 Thousand seven Hundred & Ninety three by the Consideration of  
 our Justices of the same Court reversed Judgment against  
 Oliver Lysman Jun<sup>r</sup> of Lunenburg in the County of Albany  
 & State of New York Trader for the sum of <sup>thirty five pounds & six shillings</sup> seven pounds nine shillings &  
 ten pence Costs of Suit whereof the said Oliver Lysman Jun<sup>r</sup>  
 is convicted as to us appears of Record & Judg<sup>t</sup> was thereof given &  
 Execution for the Dam<sup>s</sup> & Costs afores<sup>d</sup> in due form of Law as by Law  
 prescribed was granted thereon to the D<sup>d</sup> John & Russell bearing date  
 the twentieth day of Sept<sup>r</sup> last past directed to our D<sup>d</sup> Sheriff or his  
 Dep<sup>y</sup> & returnable into the Clerks Office of the same Court on the  
 twentieth Day of December last past which same Writ was there of  
 towards on the same twentieth Day of Sept<sup>r</sup> afores<sup>d</sup> committed to Perez Clap  
 then and ever since a Dep<sup>y</sup> Sheriff under Clerk Porter Esq<sup>r</sup> Sec<sup>y</sup> of our  
 D<sup>d</sup> County to be executed & returned according to Law & afterwards  
 on the same twentieth Day of Decem<sup>r</sup> afores<sup>d</sup> the D<sup>d</sup> Perez Clap re-  
 turned the said Writ of Execution into the Clerks Office of our Court

Attest &c  
 27  
 Lysman  
 Sept 05 1794

with his Indorsement thereon the words & figures following to wit  
Hampshire &c Dec<sup>r</sup> 20<sup>th</sup> 1793 I return this Exec<sup>n</sup> unsatisfis not  
being able to find the body or any Estate to satisfy this Exec<sup>n</sup> in  
any part thereof in my precinct. Attest Peter Glap<sup>r</sup> Deft<sup>r</sup> Shff  
as by this Writ of Exec<sup>n</sup> now on file in our sd Court appears of  
Record & the sd John & Rupell aver that the sd Oliver Syman  
Jun<sup>r</sup> hath avoided & that the same Judg<sup>t</sup> remains in its full  
force not satisfied reversed or annulled & whereas hitherto  
when the sd Oliver Syman Jun<sup>r</sup> sued out a Writ of Attachment  
on which sd Judg<sup>t</sup> was given to wit on the thirteenth day of  
August in the Year of our Lord One Thousand Seven Hundred  
& Ninety two & before the service of the same Writ Oliver Syman  
of Norwich in the County of Hampshire Gent<sup>r</sup> of Norwich in  
the County of Hampshire Gent<sup>r</sup> indorsed the same Writ of  
Attachment on the back thereof both with his Christian &  
Surname & thereby the sd Oliver Syman became liable to pay  
all such ~~sums~~ Costs to the sd John & Rupell as they the sd John  
& Rupell who were Defts in the same Action should recover  
in case of the Avoidance or Inability of the sd Oliver Jun<sup>r</sup> the  
Pl<sup>y</sup> in sd Action to pay such Costs Nevertheless the sd Oliver  
Syman Jun<sup>r</sup> did not pay to the sd John & Rupell their Costs  
as afores<sup>d</sup> so recovered as afores<sup>d</sup> in the same afores<sup>d</sup> Action nor  
has he any ways abided or performed the Judgement afores<sup>d</sup>  
of our sd Court thereon in any part thereof but hath avoided  
& a return of Non est. Inventus hath been duly made on the  
Exec<sup>n</sup> afores<sup>d</sup> issued against him the sd Oliver Syman Jun<sup>r</sup>  
on the Judg<sup>t</sup> as afores<sup>d</sup> & the same remains wholly unsatisfis  
as we have heard from the suggestions of the sd John & Rupell  
Attorneys & they have supplicated us to provide Remedy for  
them in this behalf we willing that Justice be done in the  
Premises command you that ye make known to the sd Oliver  
Syman that he be before our Justice of our Court of Common  
Pleas next to be holden at Northampton within & for our  
County of Hampshire on the first Tuesday of September next  
then & there to shew cause if any he has why the sd John & Rupell  
ought not to have their Prosecution against him the sd Oliver  
Syman for the afores<sup>d</sup> sum of seven pounds Nineteen shillings  
& six pence lawful Money recovered by them as Costs of suit in  
the afores<sup>d</sup> Action against the sd Oliver Syman Jun<sup>r</sup> & further  
to do & receive that which our sd Court shall think & thereunto  
concerning him in this behalf & have you then the sd Writ with you  
bearing therein Writ<sup>r</sup> & have it enterd at Northampton  
the fifth day of August in the Year of our Lord One Thousand  
Seven Hundred & Ninety four Rob<sup>t</sup> Brock Cler<sup>k</sup>

This Case was entered at the last Sept<sup>r</sup> Term & contin<sup>d</sup> to this Time  
And now the Pl<sup>y</sup> appear & the Def<sup>t</sup> the three times called to come in  
to Court make Default of appearance here Whereupon it is consid  
ered by the Court that the D<sup>r</sup> John & Russell the Pl<sup>y</sup> do move ag<sup>t</sup>  
the said Oliver the Def<sup>t</sup> & seven pounds Nine<sup>teen</sup> Shillings & ten pence  
& costs of suit taxed at £ 2. 3. 11 & the Sheriff

Exon ip<sup>d</sup> Nov<sup>r</sup> 24<sup>th</sup> 1794

Holcomb vs

Loomis

Sep 87 1794

Hannah Williams of Pittsfield in our County of Berkshire Gentleswoman  
Pl<sup>y</sup> vs John Wing of Conway in our County of Hampshire husband man Def<sup>t</sup>  
In a plea of Trespass on the Case & whereupon the D<sup>r</sup> Hannah com  
plains for this to wit that whereas the D<sup>r</sup> John Wing at Northampton  
on the first day of August in the year of our Lord One Thousand seven  
hundred & eighty eight by his promissory Note of hand in Writing  
of that Date with his proper hand subscribed for value rec<sup>d</sup> from  
ind the D<sup>r</sup> Hannah (by the name of Mrs Hannah Williams) to  
pay per or Order Forty Pounds one Shilling & eight pence of  
lawful Money by the first day of October in the year of our Lord  
One Thousand seven Hundred & ninety & the lawful Interest till  
p<sup>d</sup> And the D<sup>r</sup> Hannah avers that the Time of payment is long  
since past yet the said John altho<sup>ugh</sup> often thereto requested hath not  
paid the D<sup>r</sup> Hannah the D<sup>r</sup> Forty pounds one Shilling & eight pence  
or Interest but unjustly neglects & refuses to do it To the Dam<sup>s</sup>  
of the D<sup>r</sup> Hannah Williams Forty pounds - This Case was entered  
at the last Sept<sup>r</sup> Term & contin<sup>d</sup> to this Time & now the Pl<sup>y</sup> ap  
pear & the Def<sup>t</sup> the three times called to come into Court  
makes Default of appearance here Wherefore it is considered by  
the Court that the D<sup>r</sup> Hannah do move against the D<sup>r</sup> John  
twenty two pounds thirteen Shillings & three pence & costs of  
suit taxed at £ 2. 14. 7 & the Sheriff

Exon ip<sup>d</sup> 17 1794

Hannah Williams

vs

Wing

Sep 89 1794

Commonwealth of Massachusetts

Hampshire & To the Sheriff of the County of Berkshire or his  
Dep<sup>y</sup> Greeting Whereas Jonathan Dwight of Springfield in  
the County of Hampshire Esq<sup>r</sup> before our Justices of our Court of  
Common Pleas holden at Northampton within & for our Coun  
ty of Hampshire on the first Tuesday of Sept<sup>r</sup> last past by the  
consideration of our Justices rendered Judgt against Azariah  
Ashley of Washington in our said County of Berkshire Esq<sup>r</sup>  
for the sum of fifty five pounds two Shillings & four pence  
lawful Money Damages & One pound twelve Shillings & three  
pence like Money for costs and Charges by the D<sup>r</sup> Jonathan in his

Dwight vs

Bagg

Sep 90 1794

fact in that behalf expended wherof D Azariah is convicted as  
appears of Record & the Judge both in rendering & Exe<sup>n</sup> accordingly  
granted afterward to wit in the twenty third Day of the same Sept<sup>r</sup>  
returnable into the Clerks Office of the same Court in the twenty  
third Day of Decem<sup>r</sup> next ensuing the date thereof yet the same  
is returned into our Court by Simon learned Esq<sup>r</sup> of our  
County of Berkshire to whom the same Exe<sup>n</sup> was duly directed &  
committed that by virtue of said Exe<sup>n</sup> he had made diligent search  
but could not find within his precinct the body of the D Azariah  
his person or property wherunto levy ~~this~~ Exe<sup>n</sup> as by the same  
Exe<sup>n</sup> & the return thereof among the papers of D Court may ap-  
pear manifestly appear so that the whole remaineth unsatisfied &  
the D Jonathan avers that the same Judge yet remains unknown  
& un<sup>d</sup> and that the D Azariah avoided & could not be found  
nor his body taken to satisfy the same Exe<sup>n</sup> Wherof the D Jonathan  
Dwight hath supplicated us to provide him a Remedy in this  
behalf against Thinehar Bagg of Pittsfield in said County of Berk-  
shire Yeoman who was surety for said Azariah as they upon  
the Original process in which said Judgment was rendered as  
well for his appearance at Court as for his abiding said Judge & not  
avoiding. Now to the end that Justice be done we command you  
aforesaid that he be before our Justices of our Court of Common Pleas  
of Hampshire on the first Tuesday of Sept<sup>r</sup> next then & there  
in our Court to shew Cause if any he has why the D Jonathan  
should not have his Exe<sup>n</sup> against him for his Damages & costs  
aforesaid & further to do & receive that which our Court shall  
then consider And have there this Writ with your Doings there  
in Witness Clearer Porter Esq<sup>r</sup> at Springfield Northampton  
this seventh Day of August in the year of our Lord one thousand  
seven hundred & ninety four. Rob Brock Cler<sup>k</sup>

This case was entered at the last Sept<sup>r</sup> Term & continued to this  
Time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called  
to come into Court in his Default of appearance being by  
George Blipden Esq<sup>r</sup> his atty & the Def<sup>t</sup> by Chandler William  
Esq<sup>r</sup> his atty consenting that the Pl<sup>y</sup> may amend his Declaration  
comes & defends the force & injury wherein & reserving leave  
to plead answer on the appeal says that he is not guilty in  
manner & form as the D Jonathan has declared against him  
& thereof puts himself on the Country & the D Jonathan con-  
senting to said Renovation says that the Plea of the D Bagg is  
insufficient & that he the D Jonathan is ready to verify & where  
fore he prays Judgment & Judge for his Damages & costs & the D  
Bagg by his atty aforesaid says his Plea is sufficient.  
Wherupon all & singular the Premises being seen & by the Court  
understood it appears to the Court that the Plea aforesaid of the  
Bagg & by him pleaded & answered matters in the same contain-  
ing a full and sufficient answer to the Declaration of the said

Jonathan & that the said Jonathan by his Plea aforesaid ought to receive nothing - Therefore it is considered by the Court that the said Jonathan by his Plea aforesaid do receive nothing but that for his groundless claim he be in Murry &c And it is further considered that the said Bagge do recover against the said Jonathan his Costs in defending this Suit taxed at £  
 Whereupon the said Jonathan by his Plea aforesaid appeals from the Judge of this Court to the Supreme Judicial Court next to be holden at Northampton aforesaid & he recognizes with Sureties as the Law directs for his the said Jonathan's prosecuting the same with effect as by Recognizance on file does appear &c

Daniel Wright & John Stoddard both of Northampton in the County of Hampshire Merchants & joint dealers in Trade Pl. vs Oliver Field of Conway in said County Blacksmith Deftt In a plea of Trespas on the Case for that whereas the said Oliver on the first day of May last past at Northampton aforesaid was justly indebted to the said Wright & Stoddard in the sum of Fifty six pounds three shillings & three pence of lawful Money for divers Goods Wares & Merchandises according to the Schedule hereto annexed by the said Wright & Stoddard before that time sold & delivered to the said Oliver and at his special Instance & request and being so indebted he the said Oliver in Consideration thereof afterwards to wit on the same Day & year aforesaid at Northampton aforesaid undertook & faithfully promised the said Wright & Stoddard to pay to them the same sum of Money when he the said Oliver should be thereto afterwards requested - Yet the said Oliver though often thereto requested hath never performed either of the above mentioned promise but unjustly neglects & refuses to do it So the Damage of the said Wright & Stoddard twenty five Pounds - This Case was entered at the last Sept Term & from thence contin'd to this Time And now the Plp appear & the Deftt hath three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Wright & Stoddard do recover of the said Oliver Field the sum of Ninety pounds thirteen shillings & seven pence of Lawful Money Damages & Costs of Suit taxed at £1. 11s. 9d & there of &c  
 Execn' ip Nov 10 1794

Levi Shepard of Northampton in the County of Hampshire Esq vs Ezra Phillips Alexander Phillips Ezra Phillips Junr & Nath Coleman all of Chesterfield in the County aforesaid Yeomen Deftts In a plea of Trespas &c as is set forth in the Declaration on file &c This Case was entered at the last Sept Term & from thence contin'd to this Time And now neither party appearing this Case is dismissed &c  
 Shepard vs Phillips &c  
 Sept 96 1794

Stephen Warner of Cummington in the County of Hampshire Gentleman Pl vs John Negus of Petersham in the County of Worcester <sup>the</sup> Deftt In a plea of Trespas on the Case for that the said John at Petersham to wit at Northampton aforesaid on the twelfth day of November in the Year of our Lord One thousand seven hundred  
 Warner vs Negus  
 Sep 91 1794

Ninety two by his Note of hand of that date for value received promised the <sup>d</sup> Stephen to pay him the sum of Nineteen Pounds meaning lawful Money on Demand with use meaning Interest till paid yet the <sup>d</sup> John tho' often thereto requested hath not paid the Contents of <sup>d</sup> Note to the <sup>d</sup> Ply or any part thereof but neglects & refuses to do it - , to the Damage of the <sup>d</sup> Stephen twenty five Pounds - This Case was entered at the last Sept Term & from thence continued to this Time And now the <sup>d</sup> Ply appears & the <sup>d</sup> Def<sup>t</sup> tho' three times called to come into Court makes Default of appearance here Whereupon it is Considered by the Court by the Court that the <sup>d</sup> Stephen do recover against the <sup>d</sup> John twenty one Pounds five Shillings & seven pence of lawful money Damages & Costs of Suit taxed at £ 2-9-9 & thereof &c after all which the <sup>d</sup> Def<sup>t</sup> appears by John Taylor Esq<sup>r</sup> his C<sup>y</sup> and appeals from the Judgment of this Court to the next Supreme Judicial Court to be holden at Northampton aforesaid on the last Tuesday of April next and he recognizes with Sureties as the Law directs for his the <sup>d</sup> John M<sup>r</sup>quis prosecuting the same with effect &c as by <sup>d</sup> Recognizance on file appears

Hodge vs  
Smith & al.  
Sep 10<sup>th</sup> 1794

William Hodge of Hadley in the County of Hampshire Taylor  
Ply vs Cren Smith Yeoman otherwise styled Gent Robert Miller  
Yeoman & Jon<sup>s</sup> M<sup>r</sup>gee Gentleman all of Colerain in <sup>d</sup> County  
Ded<sup>t</sup> In a Plea that they render to the <sup>d</sup> William the sum of  
Fifteen pounds Lawful Money which to him they owe & from him  
unjustly detain for this to wit that Whereas by a certain Indem-  
nity made the sixteenth day of May in the year of our Lord One  
Thousand Seven Hundred & Ninety three at Colerain aforesaid between  
the <sup>d</sup> William of the one part and the <sup>d</sup> Cren Robert & Jonathan  
of the other part which other part sealed with the Seals of the  
<sup>d</sup> Cren Robert & Jonathan and as their Deed delivered the <sup>d</sup>  
W<sup>m</sup> produces here in Court the date whereof is the same day &  
year aforesaid in consideration that the <sup>d</sup> W<sup>m</sup> had then & there  
leased & to farm out to the <sup>d</sup> Cren Robert & Jonathan a Farm  
lying in Colerain aforesaid to wit the whole of the Farm then  
lately possessed by one William Stevens Esq<sup>r</sup> of <sup>d</sup> Colerain  
bounded Easterly on the Highway Southerly on land of Robert  
Miller & Northerly on land of to be improved by <sup>d</sup> Cren  
Robert & Jonathan according to the Rules of good Husbandry  
from the Day of the Date of the said Deed aforesaid until the sixth  
Day of April then next coming they the <sup>d</sup> Cren Robert & Jonathan  
did Covenant promise agree & engage to & with the <sup>d</sup> W<sup>m</sup>  
Hodge by the same Deed that they would pay to the <sup>d</sup> W<sup>m</sup>  
Hodge the just & full sum of Fifteen Pounds on the sixth day of  
April aforesaid meaning for the Rent of <sup>d</sup> Farm from the sixteenth  
day of May aforesaid to the sixth day of April aforesaid that they  
would spend the Money which they should get on <sup>d</sup> Farm during

So Term on the same Term and altho the <sup>sd</sup> Wm Hodge hath leased & to Farm let to the <sup>sd</sup> Owen Robert & Jonathan as afores<sup>d</sup> the Farm afores<sup>d</sup> & permitted the <sup>sd</sup> Owen Robert & Jonathan to occupy & enjoy the same for the Term afores<sup>d</sup> by protesting that the <sup>sd</sup> Owen Robert & Jonathan have not nor hath either of them ever paid <sup>sd</sup> Sum of Fifteen Pounds to the <sup>sd</sup> Wm Hodge for the Rent of <sup>sd</sup> Farm as afores<sup>d</sup> or any part thereof nor have they or either of them ever contented him therefor but have <sup>un</sup>justly neglected & still neglect & refuse to do it to the Damage of the <sup>sd</sup> Wm Hodge twenty pounds. This Case was entered at the last Sept<sup>r</sup> Term & from thence contin<sup>d</sup> to this time and now the Pl<sup>y</sup> appears <sup>by same Hodge's Pl<sup>y</sup> in att<sup>y</sup></sup> & the Deft<sup>t</sup> the three times called to come into Court make Default of appearance here wherefore it is considered by the Court that the <sup>sd</sup> William do recover against the <sup>sd</sup> Owen Robert & Jonathan Fifteen Pounds eleven shillings of lawful money Damages & Costs of Suit taxed at £2.1.11 &c after all which the <sup>sd</sup> Owen Robert & Jonathan appear by J<sup>r</sup> Leavitt Esq<sup>r</sup> their att<sup>y</sup> and appeals from the Judg<sup>t</sup> of this Court to the Supreme Judicial Court next to be held at Northampton afores<sup>d</sup> on the last Tuesday of April next & he recogniz<sup>s</sup> with Sureties as the Law directs for the <sup>sd</sup> Owen Robert & Jonathan's prosecuting the same with effect &c as by <sup>sd</sup> Recognizance or File does appear. &c

Isiah Sherman & Virgil Peck Peck both of Northampton in the County of Hampshire late joint Traders Pl<sup>y</sup> vs John Strong of Pittsfield in the County of Berkshire Gent<sup>l</sup> alien Innkeeper Deft<sup>t</sup> In a Plea of Tresp<sup>s</sup> on the Case for that the <sup>sd</sup> John at Pittsfield to wit at <sup>sd</sup> Northampton on the twenty third day of July in the Year of our Lord One Thousand seven hundred & Ninety three by his Note or memorandum in Writing of that Date promised the Pl<sup>y</sup> to pay them or Order twenty two Dollars & a half meaning half a Dollar in Cash in six Months from the date thereof meaning <sup>to pay the</sup> lawful interest from <sup>sd</sup> Time of payment till paid & the Pl<sup>y</sup> aver that Dollars are a species <sup>of coin</sup> of the value of six shillings lawful money each to wit at <sup>sd</sup> Northampton & they further aver that the <sup>sd</sup> John on the same twenty third day of July the <sup>sd</sup> of the value of <sup>sd</sup> Sum. Also for that the <sup>sd</sup> John at Pittsfield to wit at <sup>sd</sup> Northampton on the sixth Day of March in the same Year afores<sup>d</sup> by his other Note or memorandum in writing under his hand of that Date promised the Pl<sup>y</sup> to pay them Eighteen Dollars within six Weeks from the date thereof (meaning to pay the lawful interest of <sup>sd</sup> Sum from <sup>sd</sup> Time of payment till paid yet the <sup>sd</sup> John tho' often requested hath not paid either of <sup>sd</sup> Sums to the Pl<sup>y</sup> or either of them or any pt of either of said Sums but neglects & refuses to do it to the Damage of the <sup>sd</sup> Isiah & Virgil Twelve Pounds This Case was entered at the last Sept<sup>r</sup> Term at which Time the Pl<sup>y</sup> appear & the Deft<sup>t</sup> tho' three times called to come into Court make Default of appearance here The Case was then contin<sup>d</sup> to this Time And now the Pl<sup>y</sup> appear <sup>whereupon it is considered by</sup> the Court that the <sup>sd</sup> Isiah & Virgil do recover

Sherman & al  
vs Strong  
Sept 11 1794

against the <sup>D</sup> John Nine Pounds two shillings & sixpence of  
Lawful Money Damages & Costs of Suit taxed at £1. 13. 3<sup>d</sup>  
thereof  
Exon Ep Nov 19<sup>th</sup> 1794

Inhabitants of  
Warwick vs  
Pomeroy  
Sep 11<sup>th</sup> 1794

The Inhabitants of Warwick in the County of Hampshire Pls  
vs Mudad Pomeroy of Northfield in <sup>D</sup> County Esq & Deft  
In a Plea of Trespas on the Case &c as is set forth in the Decla-  
ration on File &c This Case was entered at the last Sept Term  
and from thence until to this Time And now neither of the  
parties appearing this Case is dismissed - & 8 -

Moore vs  
Trusdell  
Sep 11<sup>th</sup> 1794

Robert Moore of Stafford in the County of Tolland & State of  
Connecticut husbandman Pls vs Thomas Trusdell <sup>late</sup> of Menon  
in the County of Hampshire husbandman otherwise called Tho:  
Trusdell of Wilbraham in the County of Hampshire husband-  
man Deft In a plea of Trespas on the Case for that whereas  
the <sup>D</sup> Robert at Menon aforesaid on the twentieth Day of  
April in the year of our Lord one Thousand Seven Hundred  
and Ninety delivered the <sup>D</sup> Thomas one Cow four years old  
to keep & improve for the Term of four years at his special  
Instance & request In consideration thereof the <sup>D</sup> Thomas  
then & there promised the <sup>D</sup> Robert by a writing under his  
hand for the use of <sup>D</sup> Cow at the Expiration of four years  
from the date of <sup>D</sup> Writing to return & deliver to him the <sup>D</sup>  
Robert the same Cow & one other Cow & one of <sup>D</sup> Cows to be  
with Calf or to have a Calf by her side when returned & both  
said Cows to be in good state as usual which Cows the Pls  
avens to be of the value of twelve Pounds lawful money yet the  
<sup>D</sup> Thomas tho' often requested hath delivered but one of <sup>D</sup> Cows  
& the other he refuses to deliver to the Pls nor hath in any ways  
paid or satisfied the Pls therefor but neglects it in to the Damage  
of the <sup>D</sup> Robert the Sum of Twelve Pounds &c This Case was  
entered at the last Sept Term <sup>at which Term</sup> & from thence until to this  
Time and now the Pls appears & the Deft the three times  
called to come into Court makes Default of appearance  
The Case was then contin'd until this Time And now at this  
Time the Pls appears & prays Judgt whereupon it is consid-  
ered by the Court that the <sup>D</sup> Robert do recover against the <sup>D</sup>  
Thomas Five pounds of Lawful Money Damages & Costs of  
Suit taxed at £2. 0. 0 & thereof  
Exon Ep Nov 19<sup>th</sup> 1794

Stitchcock vs  
Yeman  
Sep 11<sup>th</sup> 1794

Noah Stitchcock of said Brimfield in the County of Hampshire  
Yeman Pls vs Josiah Yeman of Brimfield in the County of <sup>Massachusetts</sup>  
Esq In a plea of the Case for that whereas the <sup>D</sup> Josiah at said  
Brimfield on the fourteenth Day of April in the year of our Lord  
one Thousand Seven Hundred & Ninety two by his promissory  
Note of Hand by him subscribed of that Date for Valued  
promised the <sup>D</sup> Noah to pay him the Sum of Five Pounds

silver money upon Demand with Interest till paid yet the said  
 Josiah has often requested hath not paid the contents of Note  
 but neglects it - To the Damage of the Plaintiff the sum of Ten  
 Pounds - This Case was entered at the last Sept. Term & con-  
 tin'd from thence to this Time And now the Plaintiff appears & the  
 Defect thro' three Times called to come in to Court makes De-  
 fault of appearance here - Whereupon it is considered by  
 the Court that the Plaintiff recover against the said  
 Arons five Pounds Nine Shillings & six pence of Lawful  
 money Damages & Costs of Suit taxed at £2. 15. 9 & the costs  
 taken up Nov<sup>r</sup> 19 1794

Abel Powers yeoman & Benjamin Wood yeoman both of Greenwich in  
 the County of Hampshire Pls vs Samuel Cleland late of Warin  
 County Husbandman Defct In a plea of Covenant broken for  
 that Whereas at Greenwich on the fifth day of Jan<sup>y</sup> in the year of  
 our Lord One Thousand Seven Hundred & Ninety two in & by a certain  
 Deed Poll of him the said Samuel signed & sealed with the seal of the  
 said Samuel well executed & duly acknowledged & registered in the  
 Registry of Deeds for said County the Date of which is the day & year  
 aforesaid it is witnessed that the said Samuel for & in consideration  
 of the Sum of twelve pounds lawful money to him the said Samuel  
 by them the said Abel & Benjamin well & truly paid before the enu-  
 ling thereof the receipt whereof the said Samuel thereby acknowledged  
 that he the said Samuel by his Deed aforesaid did grant bargain sell convey  
 & confirm unto the said Abel & Benjamin their Heirs Executors Ad-  
 ministrators & assigns One certain Tract of Land lying in the North  
 east part of Greenwich aforesaid containing Eighty Acres & is bound  
 ed as follows beginning at a small Maple standing on Hedges  
 North Line about Ten rods from where said Line crosses the Brook  
 East from thence running thence about Thirty Rods to Lathes  
 Line from thence Westerly to Stephen Rogers South west Corner  
 from thence Southerly to Mortons Land from thence Easterly  
 to Joseph Barnards South west Corner from thence Northerly to the  
 Northwest Corner of Number Eighty six from thence East to the  
 first mentioned Bounds be the same more or less - To Have & to hold  
 the said Granted & granted & bargained premises & appurtenances  
 to them the said Abel & Benjamin their Heirs & assigns forever as  
 an absolute Estate of Inheritance in fee simple And further by  
 the same Deed it is witnessed that the said Samuel did thereby bind  
 himself his Heirs Executors & Administrators Covenant  
 grant & promise to & with the said Abel & Benjamin their Heirs Ex-  
 cutors & Administrators that the said Tract of Land was free of all  
 Incumbrances & that he would warrant Secure & defend the same  
 against the Lawful Claims of all persons as by the same Deed in Court  
 to be produced will appear And the said Abel & Benjamin in fact say  
 that the same Lands at the Time of making the said Deed were not free  
 from all Incumbrances neither has the said Samuel Secure & defend  
 the same against the Lawful Claims of all persons but thro' his  
 neglect for not performing his Covenant in their behalf the said Abel  
 & Benjamin have by due process of Law been ousted from the Premises  
 by means of all which the said Samuel his covenant aforesaid hath broken

Powers & al<sup>vs</sup>

Cleland

Sept 12<sup>th</sup> 1794

and the same hath not kept To the Damage of the P<sup>r</sup> Abel & Ben-  
jamin two Hundred pounds - This Case was entered at the last  
Sept<sup>r</sup> Term & from thence contin<sup>d</sup> to this Time And now the P<sup>r</sup>s  
appear & the Def<sup>r</sup>s tho' three Times called to come into Court make  
Default of appearance where Wherefore it is considered by the Court  
That the P<sup>r</sup> Abel & Benj<sup>n</sup> do recover against the D<sup>r</sup> Sam<sup>l</sup> Two hun-  
dred Pounds of Lawful Money Damages & Costs of Suit taxed at  
£1. 19. 1 & third of 10. Exon<sup>d</sup> ip<sup>d</sup> Nov<sup>r</sup> 19 1794

Burr vs  
Cleland  
Sept 122) 1794

Sylvanus Burr of Greenwich in the County of Hampshire  
Yeoman Pl<sup>f</sup> vs Samuel Cleland late of Warrin<sup>d</sup> County hus-  
bandman Def<sup>t</sup> In a Plea of Covenant broken For that whereas  
at D<sup>r</sup> Greenwich on the Third day of March in the year of our  
Lord One Thousand Seven Hundred & Ninety one in & by a cer-  
tain Deed Poll of him the D<sup>r</sup> Sam<sup>l</sup> signed & sealed with the seal  
of him the D<sup>r</sup> Samuel well executed & acknowledged the date of  
which is the Day & Year afores<sup>d</sup> it is witnessed that the said Sam<sup>l</sup>  
for & in consideration of the Sum of six pounds Lawful Money  
to him in hand paid by the D<sup>r</sup> Sylvanus before the enrolling then  
of the receipt whereof the D<sup>r</sup> Sam<sup>l</sup> did then & there acknowledge  
that he by his deed afores<sup>d</sup> did grant bargain sell & convey  
unto him the D<sup>r</sup> Sylvanus his Heirs & Assigns forever a certain  
Tract of Land lying in Greenwich afores<sup>d</sup> & is bounded as follows  
it being the Easterly part of lot Number Eighteen beginning at the  
Southwest Corner at a small Maple with Stones by it which is  
Catebuns Southeast Corner that was formerly then Northerly on  
said Catebuns line to the North line of Number Eighteen thence  
Easterly end Line to the Northeast Corner of No 18 thence South-  
erly to a Staked Stone thence Westerly on the line of No 18 to  
the first mentioned Boundary containing twenty Acres be the  
same more or less - To Have & to hold to him the D<sup>r</sup> Sylvanus his  
Heirs & Assigns forever & further by the said Deed it is witnessed  
that the D<sup>r</sup> Samuel did then by then & there covenant grant &  
promise to & with D<sup>r</sup> Sylvanus his Heirs & Assigns that before & until  
the enrolling thereof the D<sup>r</sup> Sam<sup>l</sup> was the true & lawful Owner of  
the P<sup>r</sup> Premises & had good Right & full power to sell & convey the  
same & that they were free from all Incumbrances & further that  
the said Samuel would warrant & defend the same against  
Claims to the D<sup>r</sup> Sylvanus his Heirs & Assigns forever against the  
lawful Claims & Demands of all persons whatsoever as by the  
said Deed in Court to be produced will appear the D<sup>r</sup> Sylvanus  
in fact says that Samuel was not then at the time of making  
the Deed in or after the true & lawful Owner of the Premises nei-  
ther had he good Right to sell & convey the same at the Time of  
making the Deed neither were the Premises free from all Incum-  
brances & Sylvanus further saith that notwithstanding the  
above written covenant of the said Sam<sup>l</sup> to warrant & defend the P<sup>r</sup> Prem-  
ises from the lawful Claims of all persons the D<sup>r</sup> Sylvanus hath by  
the process of Law been ousted from the Premises against all

which I Sam<sup>e</sup> his Covenant afor<sup>s</sup> hath broken & the same hath not kept  
 To the Damage of the<sup>d</sup> Sylvanus Sixty pounds - This Case was entered  
 at the last Sept<sup>m</sup> Term & contin<sup>d</sup> from thence to this Time and now the  
 Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come into Court  
 makes Default of appearance here Wherefore it is considered by the  
 Court that the<sup>d</sup> Burr do recover against the<sup>d</sup> Cleland Sixty pounds  
 of Lawful money Damages & Costs of Suit taxed at £1. 19. 1 & there of &c  
 Exon<sup>d</sup> 19 Nov 1794

Thomas Shumway of Holland in the County of Hampshire  
 Alfred Lyon of Holland in the County of Hampshire Esq<sup>r</sup> Pl<sup>y</sup> vs  
 Josiah Butler Thomas Shumway of Holland Esq<sup>r</sup> & Trustee  
 of Josiah Butler late of said Holland Trader an Absent or Abscond  
 ing Debtor Def<sup>t</sup> In a plea &c as is set forth in the Declaration  
 on File &c. This Case was entered at the last Sept<sup>m</sup> Term & contin<sup>d</sup>  
~~from thence to this Time & now at this Time~~ the Pl<sup>y</sup> appeared  
 & the Pl<sup>y</sup> the three times and was sworn as the Law directs Testifies  
 that in June or July last past He gave the<sup>d</sup> Josiah Butler two  
 Notes of Hand to the amount of about two Hundred pounds which  
 Notes were still due from him - When the Case was contin<sup>d</sup> to  
 this Time & now neither party appearing this Case is dis  
 missed -

Lyon vs  
 Butlers ag<sup>t</sup>  
 Sep (123) 1794

Glading Waterman of Dalton in the County of Berkshire  
 Trader Pl<sup>y</sup> vs Thomas Shumway of Holland in the County  
 of Hampshire Trader (agent & Trustee of Josiah Butler late  
 of Holland Trader an Absent or Absconding Debtor) Def<sup>t</sup>  
 In a plea &c as is set forth in the Declaration on File &c  
 This Case was entered at the last Sept<sup>m</sup> Term at which Time  
 the agent appears & is sworn as the Law directs Testifies  
 that in June or July last past he gave the<sup>d</sup> Josiah Butler two  
 Notes of hand to the amount of about two Hundred Pounds &  
 which Notes are still due from him - When the Case was  
 contin<sup>d</sup> to this Time & now neither party appearing this  
 Case is dismissed &c -

Waterman vs  
 Butlers ag<sup>t</sup>  
 Sept 127) 1794

Samuel Wheeler of Newsalem in the County of Hampshire  
 Yeoman Pl<sup>y</sup> vs Braddyll Smith Blacksmith & Ephraim  
 Capron Houewright both resident in Newsalem afor<sup>s</sup> Def<sup>t</sup>  
 In a Plea &c as is set forth in the Declaration on File &c  
 This Case was contin<sup>d</sup> at the last Sept<sup>m</sup> Term & contin<sup>d</sup> from  
 thence to this Time & now neither party appearing this  
 Case is dismissed &c -

Wheeler vs  
 Smith & al  
 Sep 131) 1794

Simon Stevens of Warwick afor<sup>s</sup> in the County of Hampshire  
 Pl<sup>y</sup> vs John Moor Jun<sup>r</sup> of Warwick afor<sup>s</sup> Yeoman & a Minor  
 Def<sup>t</sup> In a Plea &c as is set forth in the Declaration on File  
 &c This Case was entered at the last Sept<sup>m</sup> Term & contin<sup>d</sup>  
 to this Time & now neither party appearing this Case is  
 dismissed &c -

Stevens vs  
 Moor Jr  
 Sept (136) 1794

Barber vs  
Sheldon  
Sep (189) 1794

Elihu Barber of Barnardston in the County of Hampshire  
Yeoman Pls vs Caleb Sheldon of Conway in County Yeoman  
Defdt In a Plea of the Case for that ~~whereas~~ the sd Caleb Sheldon  
at sd Barnardston on the twenty fifth Day of Feby in the Year  
of our Lord seventeen Hundred & Ninety three by his Note under  
his hand of that date for value<sup>d</sup> promised the Pl to pay him  
the sum of Nine Pounds twelve & six pence Lme & the Interest by  
the first day of October then next which Time has elapsed yet  
the sd Caleb Sheldon tho' often requested the same sum & the In  
terest has not paid but neglects it To the Damage of the  
sd Elihu Barber ten Pounds This Case was entered at the  
last Sept Term & continued to this Time & now the Pl appears  
& the Defdt tho' three times called to come into Court makes  
Default of appearance here Wherefore it is considered by  
the Court that the sd Elihu do recover against the sd Caleb five  
Pounds three Shillings lawful Money Damages & Costs of Suit  
taxed at £2.4.11 & thereof Exon if Nov 10 1794

Hawks vs  
Lamb  
Sep (144) 1794

Jonathan Hawks of Charlemont in the County of Hampshire Yeoman  
Pls vs Elijah Lamb of Charlemont afores<sup>d</sup> Sadler Defdt In a  
Plea of the Case for that the sd Elijah at Charlemont afores<sup>d</sup> on  
the second Day of Jan<sup>y</sup> last past had received of the sd Jonathan  
two Horses of the Value of Thirty Pounds lawful Money & one Sleigh  
of the Value six pounds lawful Money said Horses & Sleigh be  
ing the proper Goods & Chattels of the sd Jonathan & in Consider  
ation of his ~~reception~~ & bailment as afores<sup>d</sup> the sd Elijah  
then & there assumed on himself & faithfully promised the  
said Jonathan to return sd Horses & Sleigh whenever he the sd  
Jonathan should call for them & the sd Jonathan on the fourth  
day of June last past & at divers days & times before & since  
that time demanded the sd Sleigh & Horses of the sd Elijah  
yet the sd Elijah tho' often requested has never delivered sd  
Horses and Sleigh or either of them nor paid the Value thereof  
in money but neglects it To the Damage of the sd Jonathan  
Thirty Pounds This Case was entered at the last Sept Term  
and contin<sup>d</sup> from thence to this Time & now the Pl appears  
& the Defdt tho' three times called to come into Court makes  
Default of appearance here Wherefore it is considered by the  
Court that the sd Jonathan do recover against the sd Elijah  
Thirty six pounds of Lawful money Damages & Costs of Suit  
Taxed at £2.11.5 & thereof

Exon if Nov 19 1794

Bardwell vs  
Farnage  
Sep 184 1794

Reuben Bardwell of Montague in the County of Hampshire  
Yeoman alias Yeoman Pls vs Andrew Farnage of Whiteingham  
in the County of Windham State of Vermont Yeoman Defdt  
In a Plea & as is set forth in the declaration on file This Case  
was entered at the last Sept Term & continued to this Time & now  
neither party appearing this Case is dismissed &c

Samuel Hemminway of Greenwich in the County of Hampshire  
Plf vs Thomas Brown Def<sup>t</sup> in a Plea of the Case for that he the  
D Thomas at Greenwich aforesaid on the Day of the purchase of this  
Writ was justly indebted to the Plaintiff in the Sum of two Pounds  
two Shillings lawful Money on Book acct according to the acct  
hereto annexed & being so indebted he the D Thomas then & there  
in consideration thereof promised the Plf to pay him the same  
Sum on Demand yet the D Thomas tho' often requested hath not  
paid the same but neglects to do it -

33

Browning ap<sup>t</sup>  
vs  
Hemminway ap<sup>t</sup>  
Sept 168  
cror

Thomas Brown appellant vs Samuel Hemminway appellee  
In which original Case the said Samuel was Plf & the D Thomas  
Def<sup>t</sup> as appears by the Writ on file &c. This Case was entered  
at the last Sept Term & continued from thence to this time & now the  
appellee appears and the app<sup>t</sup> being three times called to come  
into Court makes Default of appearance here Whereupon it is  
considered by the Court that the D

Brown ap<sup>t</sup>  
vs  
Hemminway ap<sup>t</sup>  
Sept 168 1794

Bates vs  
Coleman  
Sept 182

James Bull of Hartford in the County of Hartford & State of Connect  
icut Merchant Plf vs Edmund Rawson of Montague in the County  
of Hampshire <sup>Genl</sup> Def<sup>t</sup> In a Plea of ejectment wherein the D James de  
mands against the D Rawson three quarters parts of a Tract of Land  
with the appurtenances situate & lying in Montague aforesaid  
containing by Estimation seven Hundred Acres be the same  
more or less lying in Common undivided with Samuel Fuller  
the whole of D Tract being bounded as follows viz beginning at James  
Uris Corner adjoining Hadley grant to Bardwell on the Bank of  
Connecticut River thence running Northerly by D River about  
half a mile to a stake & stones thence westerly to the County Road  
thence by said Road to a stone at the Ferry place at D River thence  
by D River to Daniel Edwards Corner thence by D Edwards Land  
to the Town Road thence by D Road to D River thence by D River  
to Burnhams Lot thence by D Burnhams Land to Stephen Fullers  
Land thence on D Fullers Land to the County Road thence East  
ward on D Road to James Uris Land thence on D Uris Land to  
the first mentioned Bounds Bounds (excepting two Acres in D Tract  
conveyed by Elisha Mack to Elisha Rindel whereof the D Rawson  
unjustly dispossessed the D James & whereupon the D James saith  
he was seized of the Demanded premises in his Demise as of fee  
in a peaceable Time within Thirty years last past taking the profits  
thereof to the Value of Fifty Shillings by the Year & the D Rawson there

Bull vs  
Rawson  
Nov 2 1794

afterwards unjustly deprived him & still holds the same from him -  
 To the Damage of the Names One hundred Pounds - This Case was  
 entered at this Term at which time the Pl<sup>y</sup> appears & the Def<sup>t</sup>  
 tho' three times called to come into Court makes Default of appear-  
 ance here Wherefore it is considered by the Court that the D<sup>r</sup> James  
 do recover against the D<sup>r</sup> Edmund his Possession of the demand &  
 Premises & the Costs of this Suit taxed at £2. 0. 0 & thereupon  
 Writ of possession is<sup>d</sup> D<sup>r</sup> 3<sup>d</sup> 1794

Hall vs  
 Wells  
 Nov 3 1794

John Elton Hall & Joseph Taylor both of Greenfield in the County of  
 Hampshire Joint partners in Trade Pl<sup>y</sup> vs Eleazer Wells Jun<sup>r</sup> of s<sup>t</sup>  
 Greenfield Yeoman Def<sup>t</sup> In a Plea of the case for that whereas the  
 Eleaz<sup>r</sup> at s<sup>t</sup> Greenfield on the eleven<sup>th</sup> Day of September in the year of  
 our Lord one thousand seven hundred & ninety three by his Note  
 under his Hand of that Date for value rec<sup>d</sup> promised the Pl<sup>y</sup> by the  
 name of Hall & Taylor to pay them or Order the sum of six pounds,  
 nineteen shillings & seven pence & My (meaning lawful money)  
 on Demand with Interest. Also for that the D<sup>r</sup> Eleaz<sup>r</sup> afterwards viz  
 on the twenty fourth Day of October in the year of ~~our Lord~~ afores<sup>d</sup>  
 at Greenfield afores<sup>d</sup> by his other Note under his hand of that Date  
 for value rec<sup>d</sup> promised the Pl<sup>y</sup> by the name of Hall & Taylor to pay  
 them or Order four shillings & eleven pence & My (meaning lawful  
 money on Demand with Interest. Also for that the D<sup>r</sup> Eleaz<sup>r</sup> afterwards  
 viz on the sixteenth Day of August last past at s<sup>t</sup> Greenfield by his  
 other Note under his Hand of that Date for value rec<sup>d</sup> promised the  
 Pl<sup>y</sup> by the name of Hall & Taylor to pay them or Order fifteen shillings  
 & five pence (meaning five pence half penny) & My (meaning  
 lawful money on Demand with Interest yet the D<sup>r</sup> Eleaz<sup>r</sup> has never  
 performed either of his promises aforesaid tho' often requested but neg-  
 lected it To the Damage of the D<sup>r</sup> Hall & Taylor as they say the sum  
 of twelve pounds - This Case was entered at this Term & now the  
 Pl<sup>y</sup> appear & the Def<sup>t</sup> tho' three times called makes Default of ap-  
 pearance here Wherefore it is considered by the Court that the Pl<sup>y</sup> Hall  
 & Taylor do recover against the D<sup>r</sup> Wells £ 10. 4 of lawful money  
 Damages & Costs of Suit taxed at £1. 0. 10 & thereupon

Ex<sup>co</sup> is<sup>d</sup>

Strong vs  
 Starr & C<sup>t</sup>  
 Nov 5 1794

Sabin Strong of Glasbury in the County of Hartford & State of Con-  
 necticut Yeoman Pl<sup>y</sup> vs Josiah Starr of Gile in s<sup>t</sup> County formerly of  
 Middletown in the County of Middlesex & State of Connecticut Gent<sup>l</sup> &  
 William Starr of Greenfield in said County of Hampshire Yeoman  
 Def<sup>t</sup> In a plea of the case for that whereas the D<sup>r</sup> Josiah & William at  
 Greenfield aforesaid on the twenty fourth Day of July in the year of our  
 Lord one thousand seven hundred & ninety three by their Note under  
 their Hands signed Josiah Starr & Co of that Date for value rec<sup>d</sup> promised  
 the Pl<sup>y</sup> to pay him the sum of Sixty one pounds Eight shillings & six  
 pence lawful Money in good Merchantable White Iron Bars at the  
 market price to be delivered at Glasbury Landing at the Water Side  
 meaning at Glasbury aforesaid by the first Day of November then  
 next or by the twenty first Day of June 1793 meaning in the year  
 of our Lord one thousand seven hundred & ninety three & meaning  
 in the year of our Lord one thousand seven hundred & ninety three

their promise aforesaid tho' often requested & tho' the P<sup>y</sup> has ever been ready  
 At Glasterbury Landing aforesaid to receive the Contents of <sup>the</sup> Note according  
 to the Tenour thereof but neglects it To the Damage of the said Strong  
 Eighty Pounds ~ This Case was entered at this Term & now the P<sup>y</sup>  
 appears & the Def<sup>t</sup> being three times called to come into Court makes  
 Default of appearance here ~ Whereupon it is considered by the Court  
 that the said Strong do recover against the <sup>D</sup> Josiah & William Starr  
 Sixty five pounds four shillings & six pence <sup>& Lawful Money Damages</sup> and Costs of Suit taxed  
 at £ 2 - 11 - 11 ~ & therefor ~ Exec<sup>d</sup> ip<sup>d</sup> Nov<sup>r</sup> 10 1794

Solomon Ferry of Springfield in the County of Hampshire afores<sup>d</sup> Ferry vs  
 Yeoman P<sup>y</sup> vs Bethuel Fitchcock of Chester in <sup>D</sup> County Yeoman Fitchcock  
 Def<sup>t</sup> In a plea of trespass on the Case for that the <sup>D</sup> Bethuel at Spring Nov<sup>r</sup> 7 1794  
 filed aforesaid on the twenty eighth Day of May in the Year of our Lord  
 One Thousand Seven Hundred & Ninety by his Note in writing under  
 his Hand of that date for value rec<sup>d</sup> promised the P<sup>y</sup> to pay him Eight  
 pounds & eight pence Lawful Money to be paid in Grain or nett Cattle  
 at the appraisement of Indifferent men at Cash price at David  
 Scotts Dwelling House in Norwich on the seventh Day of Sept in the  
 Year Seventeen Hundred & Ninety four with Lawful Interest for the  
 same from & after the seventh Day of September then next ~ And  
 the P<sup>y</sup> avers that he hath ever been ready to receive the said Grain  
 or nett Cattle according to the Tenour of the <sup>D</sup> Note yet the <sup>D</sup> Bethuel  
 tho' often requested hath never paid the Contents of the <sup>D</sup> Note  
 or any part thereof but unjustly neglects it to the Damage of the  
 said Solomon Sixteen Pounds ~ The P<sup>y</sup> appears & the Def<sup>t</sup> tho'  
 three times called to come into Court makes Default of appearance  
 here Wherefore it is considered by the Court that the <sup>D</sup> Solomon do  
 recover against the <sup>D</sup> Fitchcock Ten Pounds & Eleven pence of  
 Lawful Money Damages & Costs of Suit taxed at £ 1 - 0 - 7 & therefor ~

Exec<sup>d</sup> ip<sup>d</sup> Nov<sup>r</sup> 10 1794

Solomon Lee of Westfield in the County of Hampshire Yeoman Sol Lee vs  
 P<sup>y</sup> vs Enoch Lee of <sup>D</sup> Westfield Yeoman Def<sup>t</sup> In a Plea of trespass Enoch Lee  
 on the Case for that the <sup>D</sup> Enoch at <sup>D</sup> Westfield on the third Day of Jan<sup>y</sup> Nov<sup>r</sup> 0 1794  
 in the Year of our Lord one Thousand Seven Hundred & Ninety four  
 for value rec<sup>d</sup> promised the P<sup>y</sup> to pay him or his Order the Sum of  
 Twelve pounds Lawful Money to be paid in neat Cattle at Cash  
 price by the first Day of Sept then next ~~with Interest~~ to be deliv<sup>d</sup>  
 at my dwelling House meaning the dwelling House of the <sup>D</sup>  
 Solomon in Westfield with Interest till paid ~ And the P<sup>y</sup> avers  
 that he hath ever been ready to receive the <sup>D</sup> Cattle according to  
 the Tenour of the <sup>D</sup> Note yet the <sup>D</sup> Enoch tho' often requested hath  
 never paid the Contents of <sup>D</sup> Note but unjustly neglects it ~  
 To the Damage of the <sup>D</sup> Solomon twenty Pounds ~ And now  
 the P<sup>y</sup> appears & the Def<sup>t</sup> tho' three times called to come into  
 Court makes Default of appearance here Wherefore it is considered by  
 the Court that the <sup>D</sup> Solomon do recover against the <sup>D</sup> Enoch  
 Twelve Pounds Eleven shillings & seven pence of Lawful Money  
 Damages & Costs of Suit taxed at £ 1 - 0 - 10 & therefor ~  
 Exec<sup>d</sup> ip<sup>d</sup> Nov<sup>r</sup> 10 1794

Charles Porter, & Charles Porter Jun<sup>r</sup> & William Porter both of Hadley in the County  
of Hampshire Shopkeepers Pl<sup>rs</sup> vs Benjamin Jones of Hadley  
afores<sup>d</sup> Cordwainer Def<sup>nt</sup> In a plea of the case for that s<sup>d</sup> Benjamin  
at s<sup>d</sup> Hadley on the fifth Day of November in the year of our Lord  
seventeen Hundred & Ninety two by his note under his Hand  
of that Date for Value rec<sup>d</sup> promised said Charles & William to pay  
them or their Order the sum of fifteen pounds Nine Shillings  
& eleven pence Lawful Money on Demand with Lawful Interest  
for the same till paid yet said Benjamin <sup>thence</sup> often requested hath  
never paid the same but wholly refuses so to do. To the Damage  
of the said Charles & William Fifteen Pounds. And now the  
Pl<sup>rs</sup> appear & the Def<sup>nt</sup> tho<sup>th</sup> thrice called to come into Court  
makes Default of appearance here. Wherefore it is considered  
by the Court that the said Charles & William do recover against the  
s<sup>d</sup> Benjamin Fifteen Pounds two Shillings of Lawful Money  
Damages & Costs of Suit taxed at £ 1. 0. 1 & thereof &c

Exon<sup>r</sup> ip<sup>so</sup> Nov<sup>r</sup> 25 1795

Goodman vs  
Abby & Ag<sup>r</sup>  
Nov<sup>r</sup> 11 1794  
Titus Goodman of South Hadley in the County of Hampshire Gent. Pl<sup>r</sup>  
vs The Inhabitants of the Parish in Amherst in s<sup>d</sup> County Agents Factors  
and Trustees of Samuel Abby within mentioned an Absent & Absconding  
Debtor Def<sup>nt</sup> In a Plea of Complaint &c as is set forth in the Complaint  
on Filed. And now neither party appearing this case is  
dismissed &c

Harwood vs  
Harwood  
Nov<sup>r</sup> 13 1794  
William Hinock of Norwich in the County of Hampshire Yeoman  
Pl<sup>r</sup> vs Francis Harwood of Northampton in s<sup>d</sup> County Physician Def<sup>nt</sup>  
In a Plea of the case for that the said Francis at Norwich afores<sup>d</sup> on the  
fifth Day of April in the year of our Lord seventeen Hundred & Ninety  
four by his Note of Hand of that Date by him subscribed for Value  
rec<sup>d</sup> promised the Pl<sup>r</sup> to pay him or order Nine Pounds in Mitt  
bottle at Cash price on the twenty third Day of August next  
with Interest yet the often requested the s<sup>d</sup> Francis hath not  
paid said sum but in part namely two Shillings & seven pence  
To the Damage of the s<sup>d</sup> William Fifteen pounds. And now  
the Plaintiff appears <sup>by</sup> <sup>Gary his atty</sup> & the Def<sup>nt</sup> tho<sup>th</sup> thrice called to come into  
Court makes Default of appearance here Wherefore it is considered  
by the Court that the said William do recover against the s<sup>d</sup> Francis  
Nine Pounds five Shillings & nine pence of Lawful Money Damages  
and Costs of Suit taxed at £ 1. 4. 9 & thereof &c After which the  
Def<sup>nt</sup> appears by Samuel Frinkley Esq<sup>r</sup> his atty and a Verdict for  
the Judgment of this Court to the Supreme Judicial Court next  
to be holden at Northampton afores<sup>d</sup> on the last Tuesday of April  
And he recognises with Sureties as the Court directs for his the s<sup>d</sup>  
Francis Prosecuting the same with effect &c as by s<sup>d</sup> Recognizance  
on Filed does appear.

Clark vs  
Dickinson  
Nov<sup>r</sup> 18 1794  
Samuel Clark of Sunderland in the County of Hampshire Gent.  
Pl<sup>r</sup> vs Coughton Dickinson of Amherst in s<sup>d</sup> County Carpenter Def<sup>nt</sup>  
In a Plea of the case for that the s<sup>d</sup> Coughton at Sunderland afores<sup>d</sup> on  
the fifth of the Day of November last past by his Note under his Hand  
of that Date for Value rec<sup>d</sup> promised the said Samuel to pay him

the sum of eleven Pounds fifteen Shillings in Lawful Money to be paid on or before the first Day of July then next to come with lawful Interest for the same until paid yet the said Houghton though often requested has never paid the same but neglects & refuses to do it - To the Damage of the said Lemuel twenty Pounds - And now the Plf appears & the Deft the three times called to come into Court makes Default of appearance where wherefore it is considered by the Court that the said Lemuel do recover against the said Houghton thirteen Pounds of Lawful Money Damages & Costs of Suit taxed at £1. 3. 6 & thereupon Execn issd Novr 25 1794

Clark vs  
Porter  
Novr 19 1794

Richard Clark late of Boston in the County of Suffolk Esqr Plf vs Elisha Porter of Hadley in the County of Hampshire Esquire Deft of D County Defts In a plea of Trespass on the Case wherein the said Richard complains and says that he the said Richard on the first Tuesday of Sept in the year of our Lord One Thousand Seven Hundred & Ninety before our Justices of our said Court of Common Pleas then holden at Northampton within & for our said County of Hampshire by the Judgment of the same Court recovered against David Patrick of Granby in said County of Hampshire Yeoman the sum of sixteen Pounds sixteen Shillings & eight pence in Lawful Money Damages & two pounds twelve Shillings & one penny like money Costs of Suit as by the Record thereof before the same Court remaining is manifest & that afterwards to wit on the twelfth Day of Feb'y in the year of our Lord One Thousand Seven Hundred & Ninety one he the said Richard minding to collect & obtain the sums recovered as aforesaid sued out an alias Writ of Execution on the same Judgment whereby it was among other things commanded to the Sheriff of our said County or his Deputy that of the money of the said David or of his Goods Chattels or Lands within his or their Precinct they should cause to be paid & satisfied unto the said Richard at the value thereof in Money the said sums before expressed with two Shillings more for the same & a former Writ and for want of goods Chattels or Lands of the said David to be shewn to the said Sheriff or Deputy or found within their Precinct to satisfy the aforesaid sums to the acceptance of the said Richard it was to them commanded that they should take the body of the said David & him commit into our said Gaol in Springfield or Northampton in our County of Hampshire aforesaid & detain in their Custody within our said Gaol until he should pay the sums above mentioned or be discharged by the Creditor or by order of Law & to make return of the same Writ & their doings therein to the same Court on the twelfth Day of May then next to come which Writ afterwards to wit on the same 12th Day Feb'y at Northampton aforesaid the said Richard did deliver to Moses Cook then & ever since a Deputy under the said Elisha then & ever since Sheriff of the same County in due form of Law to be executed & returned and the said Moses being a Deputy Sheriff aforesaid for whose neglects & deficiencies & misfeasances in Office the said Elisha by Law is chargeable did then & thereon receive into his hands the Writ of Execn aforesaid to serve execute & return according to

Law but although the <sup>d</sup> Mores did collect the contents thereof of the said David yet he hath never paid the same to the <sup>d</sup> Richard nor any part thereof though ~~to wit~~ requested thereto by the <sup>d</sup> Richard to wit in the last Day of the same May & often since nor hath the said Mores made return of the same writ or of his doings therein by means thereof the <sup>d</sup> Richard hath lost the whole benefit of the said Judgment & the whole contents of the same Excei<sup>n</sup> hath been put to great expence To the Damage of the <sup>d</sup> Richard Thirty Pounds And now the <sup>d</sup>ly appears & the Def<sup>t</sup> the three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the <sup>d</sup> Richard do Recover against the <sup>d</sup> Eliza Nineten Pounds eleven shillings & nine pence of Lawful Money Damages & Costs of suit taxed at £1. 11. 3 & thereof

Dwight vs  
Thompson  
Nov<sup>r</sup> 21 1794

Justus Dwight of Belchertown in the County of Hampshire Yeoman Pl<sup>r</sup> vs Noah Thompson of Palmer in <sup>Yemen</sup> County Def<sup>t</sup> In a Plea of that said Noah render to said Justus four Pounds three shillings & seven pence one farthing which to him he owes & from him he unjustly detains and when in the said Justus says that at a Court holden before Charles Porter Esq<sup>r</sup> one of the Justices of the Peace for the County of Hampshire at Birdwelling House in Hadley on the twenty seventh day of August in the year of our Lord Queen Len Hundred & Ninety by the Judgment of the same Justice he recovered against the <sup>d</sup> Noah three Pounds seven shillings & six pence one farthing in Lawful money Damages & sixteen shillings & one penny Costs of suit as by the record & process thereof before the same Justice still remaining is manifest which Judgment is now in full Force not reversed annulled or satisfied and although Execution on the same Judgment hath been sued out yet the same Execution hath been returned in no part satisfied when by Action accues to the said Justus to Demand & have of said Noah the said Sum of four Pounds three shillings and seven pence one farthing yet said Noah tho<sup>t</sup> often requested hath never paid the same or any part thereof but neglects it To the Damage of the said Justus Ten Pounds And now the <sup>d</sup>ly appears & the Def<sup>t</sup> the three times called to Come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Justus do Recover against the said Noah Five Pounds five shillings and ten pence of Lawful Money Damages & Costs of suit taxed at £1. 7. 10 & thereof

Excei<sup>n</sup> <sup>d</sup> Jan<sup>y</sup> 29<sup>th</sup> 1795

Malloon vs  
Malloon Jun<sup>r</sup>  
Nov<sup>r</sup> 23 1794

John Malloon of Northfield in the County of Hampshire Gent Pl<sup>r</sup> vs Samuel Malloon Jun<sup>r</sup> of Northfield of our Yeoman Def<sup>t</sup> In a Plea of the Case for that the said Samuel Malloon a <sup>d</sup> Northfield on the first Day of May in the year of our Lord Seventeen hundred & Ninety two by his Note under his Hand of that Date for value received promised the Pl<sup>r</sup> by the name of John Malloon Jun<sup>r</sup> to pay him four Pounds Lmo on year (meaning within one year from the Date of said Note) with Interest which Time has long since expired And also for that the <sup>d</sup> Samuel Malloon Jun<sup>r</sup> has

thencewards on the first Day of July in the year of our Lord seventeen hundred & ninety three by his other Note under his Hand of that date & value did promise the P<sup>y</sup> to pay him eleven pounds & no more with Interest by the first meaning by the first Day of March then next which Time has elapsed yet the P<sup>d</sup> Samuel Mattoon tho' often requested the same Sum or either of them & Interest has not paid but neglected his to do - To the Damage of the said John Hotten Thirty Pounds - And now the P<sup>y</sup> appears and the Def<sup>t</sup> tho' three times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the P<sup>d</sup> John do recover of the P<sup>d</sup> Samuel Ten Pounds eleven shillings & two pence of Lawful Money Damages & Costs of Suit taxed at £ 1. 12. 7 & thereupon

Exon ip<sup>d</sup> Nov<sup>r</sup> 18 1794

L<sup>vi</sup> Shephard of Northampton in the County of Hampshire Esq<sup>r</sup> P<sup>y</sup> vs Oliver Field of Conway in P<sup>d</sup> County of Merioneth alias Gentleman Def<sup>t</sup> In a Plea of Trespass on the Case for that the P<sup>d</sup> Oliver at P<sup>d</sup> Northampton on the Third Day of Sept<sup>r</sup> Current in consideration that the P<sup>d</sup> L<sup>vi</sup> at the Special Instance & request of the P<sup>d</sup> Oliver had then before that Time sold & delivered to the P<sup>d</sup> Oliver divers Goods Wares & Merchandises of him the P<sup>d</sup> L<sup>vi</sup> as promised on himself to the said L<sup>vi</sup> then & there faithfully promised the P<sup>d</sup> L<sup>vi</sup> to pay him so much Money as the same Goods Wares & Merchandises at the Time of the Sale & delivery thereof were reasonably worth & Interest thereon on Demand and the P<sup>d</sup> L<sup>vi</sup> says that the same Goods wares & Merchandises at the Time of the Sale & delivery thereof were reasonably worth the Sum of Twelve Pounds Lawful Money to wit at P<sup>d</sup> Northampton of which the P<sup>d</sup> Oliver then & there had notice yet the said Oliver tho' often then & there requested hath not paid P<sup>d</sup> Sum or any part thereof to the P<sup>y</sup> but neglected & refused to do so - To the Damage of the said L<sup>vi</sup> Twelve Pounds - And Now the P<sup>y</sup> appears & the Def<sup>t</sup> tho' three times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the P<sup>d</sup> L<sup>vi</sup> do recover against the P<sup>d</sup> Oliver Eight pounds Three shillings & four pence of Lawful Money Damages & Costs of Suit taxed at £ 1. 11. 3 & thereupon after all which the Def<sup>t</sup> appears by Simon Strong Jun<sup>r</sup> Gent<sup>r</sup> his atty and appeals from the Judg<sup>t</sup> of this Court to the Supreme Judicial Court next to be holden at Northampton aforesaid on the last Tuesday of April and he recognises with Sureties as the Law directs for his the P<sup>d</sup> Oliver's prosecuting the same with effect as by P<sup>d</sup> Recognizance on file does appear &c

Shephard vs Field  
Nov<sup>r</sup> 26 1794

Samuel Stinkley of Northampton in the County of Hampshire Esq<sup>r</sup> P<sup>y</sup> vs Eli Brown of the District of Easthampton in P<sup>d</sup> County Def<sup>t</sup> In a Plea of ejectment wherein the said Samuel demands of the P<sup>d</sup> Eli possession of the Homestead in Easthampton wherein the P<sup>d</sup> Eli now lives with the Buildings & appurtenances thereto belonging bounded southerly on the Homestead of Silas Brown Jun<sup>r</sup> Easterly on the Dividing Line between Northampton & Easthampton Northwesterly on Land of Obadiah James & Elisha James & Westwesterly on a Highway containing about seven acres & half an acre being part of the Lot which Silas Brown Gentleman father of the P<sup>d</sup> Eli bought of one Elisha Seabolt - Also the P<sup>d</sup> Samuel demands

Stinkley vs Brown  
Nov<sup>r</sup> 20 1794

of the D<sup>r</sup> Eli possession of another piece of Land in D<sup>r</sup> Easthampton  
lying on the Northwesterly side of the Highway leading from parson  
muck Bridge so called to West Springfield containing about Forty Acres  
of Land and is known by the name of the Old Turnip Field which  
same Homestead with the Buildings thereon & appurtenances &  
the same piece of Land last aforesaid with the appurtenances the  
said Samuel claims as his Estate and whereunto the D<sup>r</sup> Eli hath  
not entry but by disseisin by him unjustly committed without  
Judgment within twenty years now last past in a Time of Peace  
the said Samuel says he was seised of the aforesaid Homestead with the  
Buildings thereon & the appurtenances thereto belonging & of  
the last mentioned piece of Land in his Demesne as of Free Right  
taking the profits thereof to the value of Fifteen Pounds by the year  
and whereunto the D<sup>r</sup> Eli hath not entry but by the disseisin aforesaid  
and the said Samuel complains & says that the D<sup>r</sup> Eli defrauds  
him & holdeth him out therefrom & thereof he brings this Suit  
To the Damage of the said Samuel One Hundred & fifty Pounds -  
And now the P<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>r</sup> three times called to come  
into Court makes Default of appearance here - Wherefore it is  
considered by the Court that the said Samuel do recover against the D<sup>r</sup>  
Eli his possession of the Demanded Premises unless the D<sup>r</sup> Eli shall  
within two Months pay D<sup>r</sup> Samuel £  
and Costs of Suit taxed at £1.2.1 & thereof -

Shepherd vs  
Leonard  
Nov 33 1794

Levi Shepherd of Northampton in the County of Hampshire Esq<sup>r</sup>  
P<sup>y</sup> vs John Leonard late of Heath in said County Gent<sup>r</sup> Def<sup>t</sup> In a  
Moa of the Case for that whereas John Leonard at Northampton  
on the sixth Day of Jan<sup>y</sup> last past made his certain Bill of Exchange  
in writing subscribed with his own proper hand by the name of  
John Leonard Just according to the Customs of Merchants used &  
approved in this Commonwealth & he the D<sup>r</sup> John directed the  
same Bill to one David Thomas Esq<sup>r</sup> by the name & description  
of David Thomas Esq<sup>r</sup> Horse Guards London by the D<sup>r</sup> Bill requested  
the D<sup>r</sup> David Thomas to pay that third Bill of Exchange first &  
second of the same Tenour & Date unpaid to the D<sup>r</sup> Levi or Order  
Twenty Pounds Sterling in Fifteen Days after sight thereof for  
value received with or without advice of the D<sup>r</sup> John & charge the  
same to account of him the D<sup>r</sup> John & then & there delivered the  
same Bill to the D<sup>r</sup> Levi & the D<sup>r</sup> Levi afterwards to wit on the twenty  
ninth Day March last past at London aforesaid to wit at D<sup>r</sup> Northamp  
ton presented the same Bill to the D<sup>r</sup> David Thomas Esq<sup>r</sup> & requested  
him to accept & pay the Contents of the same Bill to him ac  
cording to the Tenour and effect thereof but the said David Thomas then  
and there refused to accept the same Bill but in part to wit for  
the sum of twelve Pounds thereof only but the residue thereof to wit the  
sum eight Pounds Sterling the D<sup>r</sup> David utterly refused to pay to the  
said Levi and afterwards to wit on the same twenty ninth Day of March  
aforesaid at London aforesaid to wit at D<sup>r</sup> Northampton duly caused the  
same Bill to be protested for the Non payment of the sum of eight  
Pounds Sterling & all which Sum is the D<sup>r</sup> Levi afterwards to wit on  
the first Day of October current at D<sup>r</sup> Northampton gave the D<sup>r</sup>  
John Leonard due Notice by reason whereof according to the

Custom & Law of Merchants the sd John Leonard then & there became li-  
able to pay to the said Levi or his Order the aforesaid sum of Eight Pounds  
Sterling being the residue of sd sum of Twenty Pounds Sterling mentioned  
in sd Bill which sum of Eight Pounds Sterling the sd Levi avers is equal  
in value to the sum of Ten pounds Thirteen Shillings & four pence law-  
ful Money of this Commonwealth and being so liable the sd John then  
there in consideration a pumed on himself on to the sd Levi faithfully  
promised to pay him the same sum last mentioned whenever after he  
should thereto be requested - also for that the sd John at sd Northampton  
on the Twenty third Day of May last past was justly indebted to the sd  
Levi in another sum of Thirty Shillings & three pence Lawful Money  
for divers Goods Wares & Merchandises of him the sd Levi to the sd John at  
his special Instance & request there before that time sold & delivered  
and being so indebted in consideration a pumed on himself & to the  
sd Levi then & there promised to pay him the same last aforesaid  
on Demand - To the Damage of the said Levi Twenty Pounds -  
And now the P<sup>l</sup> appears & the Def<sup>t</sup> tho' three times called to come  
into Court makes Default of appearance here Wherefore it is consid-  
ered by the Court that the sd Levi do recover against the sd John  
Fifteen Pounds Eight Shillings & eleven pence of Lawful money Damages  
& Costs of Suit taxed at £ 1. 0. 11 & there of &c

Ex<sup>co</sup> in f<sup>o</sup> Nov<sup>r</sup> 19<sup>th</sup> 1794

Isiah Sherman of Kinderhook in the County of Albany & State of  
New York & Virgil Peck of Northampton in sd County of Hampshire  
Late joint Traders P<sup>l</sup>s vs Timothy Goldsmith of Pelshertown in sd  
County Trader Def<sup>t</sup> In a Plea of the Trespas on the Case for that the  
sd Timothy at sd Northampton on the sixth Day of April last past  
was justly indebted to the P<sup>l</sup>s in the sum of Thirteen Pounds Ten shil-  
lings Lawful Money for eighteen Hiram Hats of them the sd Isiah  
& Virgil the sd Timothy at his special Instance & request there be-  
fore that Time sold & delivered & the sd Timothy being so indebted  
in consideration thereof a pumed on himself & to the P<sup>l</sup>s then & there  
faithfully promised to pay them the same sum on Demand yet the  
sd Timothy tho' often thereto requested & particularly on the Tenth  
Day of April last past at sd Northampton hath not paid sd sum on  
any part thereof to the P<sup>l</sup>s or to either of them but neglects & refuses  
to do it - To the Damage of the sd Isiah & Virgil Fifteen Pounds  
And now the P<sup>l</sup>s appear & the Def<sup>t</sup> tho' three times called to come  
into Court makes Default of appearance here - Wherefore it is  
considered by the Court that the sd Isiah & Virgil do recover against  
the sd Timothy Nine Pounds five shillings & seven pence of Law-  
ful Money Damages & Costs of Suit taxed at £ 1. 14. 7 & there of &c

Ex<sup>co</sup> in f<sup>o</sup> Nov<sup>r</sup> 19<sup>th</sup> 1794

Joseph Clap Jun<sup>r</sup> of the District of Southampton in the County of  
Hampshire Trader P<sup>l</sup> vs David Hamilton of Chester in sd County  
Yeoman alias Trader Def<sup>t</sup> In a Plea of Trespas on the Case for that  
whereas one Nathaniel Croftman on the Thirtieth Day of October last  
past at Chester aforesaid made his estate in Notw<sup>th</sup> Writing under his hand  
of that Date for and by the same Note for value rec<sup>d</sup> promised the sd David  
to pay him or Order the sum of Eighteen Pounds Lawful Money on or before

Clap vs  
Hamilton  
Nov<sup>r</sup> 35 1794

The first Day of September then next with Interest till paid & after  
 wards to wit on the same Thirtieth Day of October a bove at a<sup>d</sup> Chester  
 the contents of the same Note being then & there wholly due by indorse-  
 ment in writing on the same Note being then & there subscribed  
 with the proper hand of the<sup>d</sup> David he the<sup>d</sup> David ordered the  
 contents of the same Note to be paid to the P<sup>y</sup> for value Rec<sup>d</sup> when  
 the same should there afterwards become due & payable & the  
 Joseph avers that afterwards to wit on the sixteenth Day of Sept<sup>r</sup>  
 current at a<sup>d</sup> Chester he did shew the same Note with the In-  
 dorsement thereon to the<sup>d</sup> Nathaniel Crossman & did there  
 there request the<sup>d</sup> Nathaniel to pay the contents of the same  
 Note to him the<sup>d</sup> Joseph according to the Tenour of the Note the  
 same being then & there due & payable yet the<sup>d</sup> Nathaniel hath  
 not paid the contents of the Note to the<sup>d</sup> Joseph or any part thereof  
 of but refuses to do it when upon the<sup>d</sup> Joseph afterwards to wit  
 on the same sixteenth Day of Sept<sup>r</sup> aforesaid gave notice thereof  
 to the said David by reason whereof & by force of the Law in  
 such case the<sup>d</sup> David became liable & chargeable to pay the  
 Contents of the same Note to the<sup>d</sup> Joseph & being so liable then  
 and then assumed on himself to the<sup>d</sup> Joseph faithfully prom-  
 ised to pay him the Contents of the same Note on Demand yet  
 the said David the<sup>d</sup> often thereto requested hath not paid the  
 Contents of the Note to the<sup>d</sup> Joseph or any part thereof but neglects  
 & refuses to do it - To the Damage of the<sup>d</sup> Joseph twenty five  
 Pounds And now the P<sup>y</sup> appears by Samuel Finckley Esq<sup>r</sup> his  
 Att<sup>y</sup> & the Def<sup>t</sup> being three times called to come into Court on his  
 Default of appearance here wherefore it is considered by the Court  
 that the<sup>d</sup> Joseph do recover against the<sup>d</sup> David Nineteen Pounds  
 two shillings and six pence of Lawful Money Damages & Costs  
 of Suit taxed at £ 1. 4. s. 2 thereof &c. after which the Def<sup>t</sup>  
 appears by Gay Gent<sup>l</sup> his Att<sup>y</sup> and appeals from the Judg<sup>t</sup>  
 of this Court to the Supreme Judicial Court next to be holden  
 at Northampton aforesaid on the last of April - And here recognises  
 with the sureties as the Law directs for his the<sup>d</sup> David's prosecuting  
 the same with effect as by the recognizance on File does appear.

Susanna Smith  
 Adm<sup>r</sup> Pet<sup>r</sup> for  
 Sale of land

- Nov 34 1794

To the Hon<sup>ble</sup> the Justices of the Court of Common Pleas now holden  
 at Northampton with shire for the County of Hampshire on  
 the second Tuesday of November 1794 Humbly shews Sylvanus  
 Smith Adm<sup>r</sup> on the & estate of Susanna Smith late of Hawley in  
 said County deceased that the Debts & Adm<sup>r</sup> out exceed the perso-  
 al Estate the sum of Ten pounds 3/5. & that the Real Estate of  
 Dec<sup>d</sup> was inventoried at Fifty two Pounds and that the real  
 Estate aforesaid being a part of it at Vendue for the payment of  
 the Debts must be divided into several shares amongst the Heirs  
 at Law. & Dec<sup>d</sup> Your Petitioner further shews that the  
 whole of the Real Estate would sell to better advantage provided  
 it might be sold together and therefore of the proceeds of the  
 said Real Estate for the benefit of the Heirs at Law of Dec<sup>d</sup>  
 will be more productive to them than the Income thereof  
 after deducting the Costs of dividing the same & paying the Tax

at may arise thereon your Petitioner therefore prays your Honour  
License him to sell the whole of <sup>his</sup> Real Estate  
I humbly beg to <sup>be</sup> Adm<sup>d</sup>

30

Hampshire Nov 15<sup>th</sup> 1794

I hereby certify that it is my opinion  
necessary that the whole of the real Estate mentioned should be sold  
as it will be for the advantage of the Heirs at Law to <sup>the</sup> Estate & that  
the proceeds after the payment of the Debts & charges should be put to  
Interest for their benefit &c. & Porter & Pro<sup>st</sup>

Which said Petition being read together with a Certificate from the Judge  
of Probate afores<sup>d</sup> confirming the same. It is thereupon considered by the  
Court that the said Adm<sup>r</sup> be & he is hereby empowered to make sale of the  
whole of the real Estate of <sup>the</sup> deceased for the purposes therein mentioned he  
having first previously advertised the sale thereof in the Hampshire Gaz-  
ette printed at Northampton three weeks preceding the <sup>the</sup> Sale & attend-  
ing the directions of Law relating to such sales &c.

To the Hon<sup>ble</sup> the Justices of the Court of Common Pleas next to be  
held at Northampton within for the County of Hampshire on the  
second Tuesday of November next &c. Humbly Sheweth

Martha Bolton  
Pet<sup>r</sup>

Nov 37 1794

Martha Bolton of Blomford in <sup>the</sup> County of Hampshire Widow  
Adm<sup>r</sup> on the Estate of James Bolton late of Blomford afores<sup>d</sup> deceased  
Intestate &c. That since the decease of her said Intestate the hath p<sup>d</sup>  
off a great part of the Debts due from his Estate on an Exhibition  
of the Acc<sup>t</sup> to the Hon<sup>ble</sup> Judge of Probate then appears to remain still  
due to the Creditors of said Estate about Forty Pounds. That the whole  
personal Estate excepting such part as was allowed her by the Hon<sup>ble</sup>  
Judge has been disposed of and applied to the payment of the Debts on  
of mentioned & there now remaining the afores<sup>d</sup> sum of Forty Pounds  
due & unpaid it becomes necessary that some part of the real Est-  
ate whereof her said Intestate died seized should be disposed of to pay  
the remaining part of said Debts &c. That the whole of <sup>his</sup> Real Estate  
consists only of about Forty Acres of Land in one piece lying part-  
ly in Blomford partly in Norwich & partly in Christen with a small  
Old House & Barn thereon standing &c. That your Petitioner apprehends  
that a partial sale of said Real Estate will greatly injure the residue in  
its value & render the same almost useless to her for which she begs leave  
to offer the following Reasons &c. Because the said Land is at present  
badly fenced & lying between two Rivers is in the time of Inclosure  
subjected to great waste of Time & then being now Fencing Timber on  
<sup>the</sup> Land she cannot procure a sufficiency to Fence such part as  
may remain in her improvement without great trouble & cost  
because the House & Barn are in a ruinous condition & the re-  
pairs necessary to preserve the same from total destruction will be  
beyond her ability to accomplish because after the sale of so much  
of said Real Estate only as will pay of the afores<sup>d</sup> mentioned Forty Pounds  
The residue will not enable your Petitioner to support herself & one  
young Child the only Offspring of her Intestate &c. When the Improve-  
ment of the same which may arise from the sale of the whole after  
the payment of said Forty Pounds Debts will greatly help your Petitioner  
with her own Industry to procure a subsistence for herself & Child  
Your Petitioner therefore humbly prays that this Hon<sup>ble</sup> Court would  
authorize and empower her in her Capacity afores<sup>d</sup> mentioned to make  
sale of the whole of the real Estate afores<sup>d</sup> mentioned in such manner &c.

such instructions as the Law in such Cases directs & the as in  
duty bound shall ever pray &c. Martha Bolton  
Blanford 24<sup>th</sup> October 1794

We the Subscribers Inhabitants of the Towns of Blanford Chester or  
Norwich being well acquainted with the Situation & Condition  
of the real Estate in the within Petition mentioned are fully  
of Opinion that a sale of part thereof only will be greatly preju-  
dicial to the Value of the Residue that the Petitioner will by  
such partial Sale be greatly embarrassed in her endeavours  
to support herself & fatherless Child. We therefore humbly with  
the prayer of the Petitioner may be granted

David Scott  
William Scott  
John Crow  
Zavan Jackson  
Lewi Duway  
Frederick Tully

Hampshire s<sup>e</sup> Nov 11<sup>th</sup> 1794 I hereby certify that the Debts in-  
cluding the Adm<sup>r</sup>'s acct & exceed the personal Estate of the within  
named James Bolton did the sum of sixty one Pounds 12/4 and  
that the real Estate of <sup>d</sup> Dec was inventoried at Ninety Pounds  
It is in my Opinion necessary that the whole of the Real Estate  
aforesd should be sold that the proceeds of the sale of <sup>d</sup> Real Estate  
after payment of the Debts & cost of Adm<sup>r</sup>'s sale be paid in Inter-  
est for the benefit of the Widows & heirs of <sup>d</sup> Dec

Elizabeth Porter & Rob<sup>t</sup>

Which <sup>d</sup> Petition being read together with a Certificate from a Number of  
Inhabitants from the said Towns of Blanford Chester & Norwich certifying that  
in their Opinion that a sale of only a part of <sup>d</sup> Estate will be greatly prejudicial  
to the Residue &c. as also the Certificate of the Judge of Probate of <sup>d</sup> certifying that  
the facts therein stated are true & that in his Opinion it is expedient that <sup>d</sup>  
<sup>d</sup> Real Estate should be sold &c. It is therefore considered by the Court that the  
Adm<sup>r</sup> is &c. &c. & is hereby empowered to make sale of all the real Estate of the <sup>d</sup>  
James Bolton &c. &c. the purposes stated in <sup>d</sup> Pet<sup>r</sup>. The first advertising the proposed sale  
in the Hampshire Gazette & three weeks previous to <sup>d</sup> sale &c. & attending the  
Directions of Law relating to such sales

Nath<sup>l</sup> Babcock  
Adm<sup>r</sup> Petition  
Nov 30 1794  
To the Honble the Justices of the Court of Common Pleas to be holden  
at Northampton within for the County of Hampshire on the  
second Tuesday of November in the year of our Lord 1794  
Humbly shews Jacob Fellows Administrator in the Estate of  
Nathaniel Babcock late of Westfield in <sup>d</sup> County deceased that  
the Debts due from <sup>d</sup> Estate exceed the personal Estate now in  
the hands of said Adm<sup>r</sup> the sum of sixteen Pounds 16/3 exclu-  
sive of the Adm<sup>r</sup>'s acct and that the Real Estate of <sup>d</sup> Dec<sup>d</sup>  
was appraised at twenty one Pounds 12/4 Your Petitioner  
therefore prays your Honours to License him to sell the whole  
of the real Estate of <sup>d</sup> Dec subject however to the Incumbent  
of the Widows Right of Dower therein during her life for the  
purpose of paying the Debts of <sup>d</sup> Dec & costs of Adm<sup>r</sup>

I Humbly shew to <sup>d</sup> Adm<sup>r</sup>

Hampshire s<sup>e</sup> Dec 20<sup>th</sup> 1794 I hereby certify that the  
facts stated in the above Petition are true

Attest Sam<sup>l</sup> Minkley  
Reg<sup>r</sup> of Probate

which 3<sup>d</sup> Petition being read together with a Certificate from the Register of Probate aforesaid certifying that the facts therein stated are true. It is thereupon considered by the Court that the Administrator aforesaid being hereby empowered to make the sale of the whole of the real Estate of the said Nathaniel Packard for the purposes stated in 1<sup>st</sup> Petition he first advertising the proposed sale in the Springfield News papers for three weeks previous to 1<sup>st</sup> sale & attending to the Directions of Law relating to such Sales &c.

Benjamin Prescott of Northampton in the County of Hampshire *Prescott vs*  
 Trader Pl<sup>y</sup> vs. Abner Packard of Conway in 1<sup>st</sup> County Yeoman Deft<sup>t</sup> Packard  
 In a plea of Insurp<sup>r</sup> on the Case for that whereas the said Abner Packard *Nov 40 1794*  
 on the twelfth Day of August last past at said Northampton by his prom-  
 isory Note in writing under his Hand of that Date for Value received  
 promised the said Benjamin Prescott to pay him or Order the sum of six  
 Pounds Nine Shillings & eight pence Lawful Money (meaning lawful mo-  
 ney) on Demand with Interest. Also for that the said Abner on the Day  
 of the purchase of this writ at Northampton aforesaid was justly indebted to  
 the said Benjamin in the sum of Two Shillings of lawful money for Good  
 Fish before that Time sold & delivered by the said Benjamin to the said Abner  
 and at his special Instance and request being so indebted to the said  
 Abner in consideration thereof afterwards on the same Day to wit at  
 Northampton aforesaid undertook & to the said Benjamin & there faithfully  
 promised to pay him the same sum of money when he the said Ab-  
 ner should be thereto afterwards requested yet the said Abner Pack-  
 ard though often thereto requested hath never performed either of his  
 promises aforesaid but unjustly neglected & refuses to do it. To the  
 Damage of the said Benjamin Prescott Eight Pounds. And now  
 the Pl<sup>y</sup> appears & the Deft<sup>t</sup> being three times called to come into  
 Court makes Default of appearance here. Wherefore it is consid-  
 ered by the Court that the said Benj<sup>n</sup> do recover against the said Abner  
 Six Pounds thirteen Shillings & 8<sup>d</sup> of Lawful money Damages & costs  
 of Suit taxed at L<sup>1</sup>. 1. 7<sup>d</sup> therefore  
 Exec<sup>u</sup> in 1<sup>st</sup> Nov 10<sup>th</sup> 1794

Benj<sup>n</sup> Prescott of Northampton aforesaid in the County of Hampshire *Prescott vs*  
 Trader Pl<sup>y</sup> vs Isaac Curtis of Williamsburgh in 1<sup>st</sup> County of Hamp-  
 shire Joiner Deft<sup>t</sup> In a Plea of the Case for that whereas the said *Curtis*  
 Isaac on the twenty fifth day of December in the year four Lord *Nov 41 1794*  
 1792 at Northampton aforesaid by his promissory Note in writing  
 under his hand of that date for value received promised the said Benj<sup>n</sup>  
 Prescott to pay him or Order the sum of One Pound four Shillings  
 Lawful Money on Demand with Interest till paid. Also for that  
 whereas the said Isaac Curtis on the twenty first Day of May last  
 past at Northampton aforesaid by his other promissory Note in writ-  
 ing under his hand of that date for value received promised to pay  
 the said Benjamin Prescott or Order the sum Seventy one Pounds &  
 seven pence Lawful Money on Demand with Interest till paid yet  
 the said Isaac tho' often thereto requested hath never performed either  
 of his said Promises or in any way paid the contents of said Notes  
 to the Pl<sup>y</sup> but unjustly neglected & refuses to do it. To the Damage  
 of the said Benj<sup>n</sup> Prescott Twenty five Pounds. And now the Pl<sup>y</sup>  
 appears by Solomon Stoddard Jun<sup>r</sup> Gent<sup>l</sup> his Att<sup>y</sup> & the Deft<sup>t</sup>  
 being three times called to come into Court makes Default of appearance here

Wherefore it is considered by the Court that the Defendant do recover a  
gainst the Plaintiff Twenty three Pounds of Lawful Money Damages  
and Costs of Suit taxed at £ 0: 19: 11. & thereof after which the  
Defendant appears by Samuel Finchley Esq. his self and appeals from  
the Judge of this Court to the supreme Judicial Court to be holden  
at Wethersington aforesaid on the last Tuesday of April next And he  
recognizes with Sureties as the Law directs for the said Isaac procuring  
the same with effect &c. as by the Recognizance on file does appear &c.

Shepard vs  
Brewster  
Nov 4<sup>th</sup> 1794

Enoch Shepard of Marietta in the County of Washington & Western  
Territory so called Gentleman Pl<sup>y</sup> vs Brewster Freeman of Chester  
in the County of Hampshire Yeoman Def<sup>t</sup>. In a Plea of Insuper  
on the Case for that the Defendant at Chester on the twenty sixth  
Day of April in the year of our Lord 1795 by his Note in writing  
under his Hand of that Date for value received promised the Plaintiff to pay  
him or Order the sum of Fifteen Pounds & meaning Lawful Money  
in three years from the twenty sixth Day of October then next with  
Interest for the same until paid yet the Defendant tho' often re-  
quested hath never paid the contents of the Note nor any part thereof  
but unjustly neglected it - To the Damage of the Plaintiff Thirty  
Pounds - And now the Plaintiff appears & the Defendant being  
three times called to come into Court makes Default of appearance  
here - Wherefore it is considered by the Court that the Plaintiff do  
recover against the Defendant Seventeen Pounds ten Shillings &  
Eight pence of Lawful Money Damages & Costs of Suit taxed at  
£ 1: 16: 11 & thereof &c.

Bancroft vs  
Henry  
Nov 30 1794

John Bancroft of Westfield in the County of Hampshire Gent<sup>l</sup>  
Pl<sup>y</sup> vs Joseph Henry of Chester in the County aforesaid Gentleman Def<sup>t</sup>  
In a Plea of Insuper on the Case for that the Plaintiff at Westfield on  
the seventeenth Day of March last past by his Note in writing un-  
der his Hand of that Date for value received promised the Plaintiff to pay him  
or Order the sum of twenty Pounds Lawful Money to be paid by the  
first Day of October then next with Interest for the same until paid  
yet the Defendant tho' often requested hath never performed either his  
promise aforesaid but unjustly neglected it - To the Damage of the  
said John Bancroft Thirty Pounds - And now the Plaintiff appears  
and the Defendant being three times called to come into Court makes  
Default of appearance here - Wherefore it is considered by the  
Court that the Plaintiff do recover against the Defendant Thirty two  
Pounds sixteen Shillings of Lawful Money Damages & Costs of  
Suit taxed at £ 1: 7: 11 & thereof &c.

Wood vs  
Black  
Nov 30 1794

Nathan Wood of Chester in the County of Hampshire Yeoman Pl<sup>y</sup>  
vs Gideon Black of Wethersington in the County Yeoman & Sheriff  
of Chester of the Sherburnham Def<sup>t</sup>. In a Plea &c. as is set forth  
in the Declaration or Title. And now neither Party appearing  
this Case is dismissed &c.

William Phillips of Boston in the County of Suffolk Esq<sup>r</sup> vs Amos Johnson Yeoman 10  
L. Ross Hays Yeoman both of Southwick in the County of Hampshire Def<sup>r</sup>ts  
In a Plea of Debt for that whereas the said William before our Justices of our Court  
of Common Pleas holden at Springfield within & for our County of Hampshire  
on the third Tuesday of January in the year of our Lord seventeen Hundred  
& Ninety two by the Consideration of said Justices recovered Judgment & a  
quint the said Amos & Moses for forty three Pounds four shillings & six pence  
lawful money Damages & four pounds sixteen shillings & seven pence  
like money for his Costs of Suit whereof the said Amos & Moses are convicted as by  
the Record the record in our Court remaining manifestly appears which  
Judgment yet remains in full force not annulled reversed paid or satis-  
fied & the five Executions of the sum of five shillings have been duly issued  
on said Judgment yet the return day of all of them hath long since been  
past & the same returned & remain unsatisfied Whence action hath  
accrued to the Pl<sup>t</sup> to have & recover the same sums of said Amos & Moses  
yet the often thereto requested the said Amos & Moses or either of them  
have never paid the same sums or any part of them but they hitherto  
have refused & still do unjustly deny & refuse so to do - To the Damage  
of the said William Fifty Pounds - And now the Pl<sup>t</sup> appears & the  
Def<sup>r</sup>ts the three times called to come into Court make Default of ap-  
pearance here Wherefore it is considered by the Court that the said  
William do recover of the said Amos & Moses Thirty two Pounds eleven  
shillings & seven pence lawful money Damages & Costs of Suit  
taxed at £2.15.7 & thereupon After which the Def<sup>r</sup>ts appear  
by Joseph Symonds Esq<sup>r</sup> their Att<sup>y</sup> and appeal from the Judgment  
of this Court to the Supreme Judicial Court to be holden at North-  
ampton aforesaid on the last Tuesday of April next and he recognises  
with Sureties as the Law directs for them the said Amos & Moses pro-  
secuting the same with effect & as by said recognizance on file  
does appear &c

Phillips vs  
Johnson & al  
Nov 52 1794

William Phillips of Boston in the County of Suffolk Esquire Pl<sup>t</sup> vs  
Abel Tillotson of Granville in the County of Hampshire Yeoman &  
Richard Dickinson of Granville aforesaid Joint Def<sup>r</sup>ts In a Plea of  
Debt for that whereas the said William before our Justices of our Court  
of Common Pleas holden at Northampton within & for our County  
of Hampshire on the first Tuesday of September in the year of our  
Lord seventeen Hundred & Ninety one by the Consideration of our  
said Justices recovered Judgment against the said Abel & Richard for  
the sum of one Hundred Eighteen Pounds Thirteen shillings & seven  
pence lawful money Damages & two pounds Nineteen shillings &  
nine pence like money for his Costs & charges of Suit whereof the said  
Abel & Richard are convicted as by the Record the record in our Court  
remaining manifestly appears which Judgment yet remains  
in full force not reversed annulled discharged or satisfied & the  
six Executions have been duly issued on the same Judgment in  
due form of Law of the price of six shillings yet the return day of  
the last of them hath long since been past & the same Executions  
have been returned and still remain wholly unsatisfied Whence  
action hath accrued to the said William to have & to recover the  
sums aforesaid of the said Abel & Richard yet the said Abel & Rich<sup>d</sup>  
and or either of them have never paid to the Pl<sup>t</sup> the same sums but  
they unjustly deny & refuse so to do - To the Damage of the said  
William One Hundred Pounds - The Pl<sup>t</sup> appears & enters his action

Phillips vs  
Tillotson & al  
Nov 53 1794

but the Defdt being three times called to come in to Court  
make Default of appearance here. Wherefore it is considered  
by the Court that the sd William do recover of the sd Abel Richards  
One Hundred Forty five Pounds Eight Shillings & Ten pence of  
Lawful Money Damages & Costs of Suit taxed at £3.1.5 & thereupon  
Exon ip<sup>d</sup> Nov 19<sup>th</sup> 1794

Leavitt vs  
Pomeroy  
Nov 54 1794

Thaddus Leavitt of Suffield in the County of Hartford in the  
State of Connecticut Esq<sup>r</sup> Pl<sup>y</sup> vs David Pomeroy of Northampton  
in the County of Hampshire Husbandman Defdt In a Plea  
of Trespass on the Case for that the said David at Suffield town  
at Northampton aforesaid on the fifteenth day of April last  
past by his promisory Note with his hand subscribed for  
valued promised the Pl<sup>y</sup> to pay him Eight pounds thirteen  
shillings & four pence half penny lawful money on Demand  
with lawful Interest for the same till paid yet the said Thaddus  
requested the sd David hath never paid the same or any part  
thereof but the said Thaddus hath neglected & still doth <sup>unjustly</sup> neglect & refuse  
so to do so the Damage of the sd Thaddus Twelve Pounds  
And now the Pl<sup>y</sup> appears & the Defdt being three times called to  
come into Court makes Default of appearance here Whereupon  
it is considered by the Court that the sd Thaddus do recover  
of the sd David Eight Pounds nineteen shillings & six pence  
of Lawful money Damages & Costs of Suit taxed at £1.0.3 &  
thereupon

Exon ip<sup>d</sup> Nov 19 1794

Pomroy ap<sup>t</sup>  
vs  
Leaven Harris  
Nov 55 1794

Eato Pomroy of Monson in the County of Hampshire Yeoman  
Appellant vs Leaven Harris of South Hadley in County Yeoman  
Appellee from the Judgment of Nathl Goddard Esq<sup>r</sup> In which  
case the sd Leaven was Pl<sup>y</sup> & Eato Defdt In a Plea as is set  
forth in the Declaration on file &c And now the ap<sup>t</sup> being  
three times called to come into Court is non suit The Defdt ap  
pears & prays Judgment for his Costs & and it is considered by  
the Court that the said Leaven do recover of the sd Eato his Costs  
taxed at £3.0.9 & thereupon Exon ip<sup>d</sup> Nov 19<sup>th</sup> 1794

Parsons vs  
Eddy  
Nov 50. 1794

Zenas Parsons of Springfield in the County of Hampshire Esq<sup>r</sup>  
Pl<sup>y</sup> vs Joshua Eddy of Milwabham in County Esq<sup>r</sup> Defdt In  
a Plea of the Case for that the said Joshua at Springfield on the twenty  
fourth day of March in the year past lent our thousand seven  
hundred & ninety two by his promisory Note under his hand of that  
Date for valued promised the Pl<sup>y</sup> to pay him one thousand Pounds  
lawful money on Demand with Lawful Interest for the same till  
paid yet the said Joshua the said Thaddus requested hath never paid the  
same nor in any way performed his promise but unjustly  
neglects & refuses to do so the Damage of the sd Zenas twelve Pounds  
The Pl<sup>y</sup> appears & the Defdt being three times called to come into  
Court makes Default of appearance here Wherefore it is considered  
by the Court that the sd Zenas do recover of the sd Joshua Eddy  
the sum of twelve Pounds nineteen shillings & seven pence of lawful money Dam  
& Costs of Suit taxed at £1.9.7 & thereupon  
Exon ip<sup>d</sup> Nov 19 1794

Ezra Waldo Wild of Boston in the County of Suffolk Printer Plt vs Elisha  
 Hubbard of Sudlow in said County Yeoman Deft In a Plea of the Case  
 for that <sup>d</sup>Elisha at Springfield in said County on the Thirtieth Day of November  
 in the year of our Lord one Thousand seven Hundred & Ninety two by his prom-  
 isory Note under his hand of that Date for value received promised the Plt by  
 the name of Ezra W Wild to pay him or order the sum of Four pounds  
 lawful Money or good Produce at the Market price on Demand with lawful  
 Interest for the same till paid & the Plt says he has been always ready  
 to receive <sup>d</sup>Produce & particularly demanded the same afterwards  
 on the Day & Year aforesaid at Springfield aforesaid - Also for that <sup>d</sup>Elisha  
 at <sup>d</sup>Springfield on the same Thirtieth Day of the same Nov by his  
 certain other promisory Note under his hand of that date for value  
 received promised the Plt by the name of Ezra W Wild to pay him or or-  
 der on Demand the sum of Four pounds lawful Money or the Value  
 thereof in good produce at the Market prices with lawful Interest for  
 the same till paid & the Plt says he has been always ready to receive <sup>d</sup>  
 Produce to wit at <sup>d</sup>Springfield & particularly demanded the same  
 afterwards on the Day & Year last aforesaid - Also for that <sup>d</sup>Elisha at  
<sup>d</sup>Springfield on the same Thirtieth day of the same Nov aforesaid  
 by his certain other promisory Note under his hand of that date  
 for value received promised the Plt by the name of Ezra W Wild to pay  
 him or his Order on Demand the sum of Four pounds lawful Money  
 or the same in good produce at the Market prices with lawful  
 Interest for the same till paid & the Plt in fact says he was always  
 ready to receive <sup>d</sup>last mentioned Produce & particularly demand-  
 ed the same afterwards on the Day & Year aforesaid at Springfield aforesaid  
 yet <sup>d</sup>Elisha tho often requested hath never paid the Plt either of the sums  
 aforesaid or in any way performed either of his promises aforesaid but un-  
 justly neglects it to the Damage of the said Ezra twenty Pounds  
 The Plt appears & the Deft being thrice times called to come into  
 Court makes Default of appearance here Whereupon it is consid-  
 ered by the Court that the <sup>d</sup>Ezra do recover of the <sup>d</sup>Elisha Nine  
 Pounds thirteen shillings & eleven pence Lawful Money Damages  
 & Costs of suit taxed at £2.11.1 & thereof.

Exon ip<sup>o</sup> Nov<sup>r</sup> 19 1794

Nathan Manger of Springfield in the County of Hampshire Yeoman  
 Plt vs Aaron Rice of Charlemont in <sup>d</sup>County Yeoman Deft In a Plea of the Case  
 for that <sup>d</sup>Aaron at <sup>d</sup>Charlemont on the second  
 Day of Sept<sup>r</sup> in the year of our Lord one Thousand seven Hundred  
 and Ninety three by his promisory Note under his Hand of that  
 Date for value received promised the Plt to pay him the sum of  
 twenty two pounds twelve shillings by the first Day of May next  
 ensuing the date of <sup>d</sup>Note with lawful Interest for the same till  
 paid yet <sup>d</sup>Aaron tho often the Plt requested hath never paid the  
 Plt the same sum or in any way performed his promise but un-  
 justly neglects & refuses to do so to the Damage of the <sup>d</sup>Nathan  
 twenty Pounds The Plt now appears & the Deft being thrice times  
 called to come into Court makes Default of appearance here -  
 Whereupon it is considered by the Court that the <sup>d</sup>Nathan do  
 recover against the <sup>d</sup>Aaron Sixteen Pounds Nine shillings & seven  
 pence - ~~Sum of~~ Costs of Lawful Money Damages & Costs of suit  
 taxed at £2. 5. 7 & thereof. Exon ip<sup>o</sup> Nov<sup>r</sup> 19 1794

41  
 Wild vs  
 Hubbard  
 Nov<sup>r</sup> 60 1794

Manger vs  
 Aaron Rice  
 Nov<sup>r</sup> 64 1794

S Chapin vs Simon Chapin of Springfield in the County of Hampshire Gent<sup>r</sup>  
 P Chapin  
 Nov 65 1794  
 Pls vs Perez Chapin of Granby in D County Physician Defdt In  
 a Plea of the Case for that said Perez at S Springfield on the four  
 tenth day of May in the Year of our Lord One Thousand Seven Hun  
 dred & Ninety three by his promissory Note under his hand of that  
 date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order on demand  
 the sum of Five Pounds seven Shillings & one penny with lawful  
 Interest for the same till paid - Also for that S Perez at S Spring  
 field on the fourth Day of the same May a for<sup>d</sup> by his other prom  
 issory Note under his hand of that Date for value rec<sup>d</sup> promised  
 the Pl<sup>y</sup> to pay him or his Order the sum of Four Pounds twelve Shillings  
 lawful money on Demand with lawful Interest for the same till p<sup>d</sup>  
 yet S Perez tho<sup>t</sup> after the Note requested hath never paid the Pl<sup>y</sup> the  
 afor<sup>d</sup> Sums or in any way performed either of his S Promises but  
 unjustly neglects & refuses to do it - To the Damage of the said  
 Simon fifteen Pounds - The Pl<sup>y</sup> now appears & the Defdt  
 tho<sup>t</sup> being three times called to come in to Court makes Default  
 of appearance here whereupon it is considered by the Court  
 that the said Simon do recover against the said Perez Ten Pounds  
 nine Shillings & two pence of Lawful money Damages & Costs  
 of Suit taxed at £ 1. 14. 1 & thereof &c  
 Exec<sup>n</sup> in p<sup>d</sup> Nov 19 1794

Lamb vs  
 Anderson  
 Nov 66 1794  
 Elijah Lamb of Charlemont in the County of Hampshire Inn  
 holder Pl<sup>y</sup> vs William Anderson of Melburn in D County Carpen  
 ter Defdt In a Plea of the Case for that whereas the S William at  
 said Charlemont on the sixteenth Day of Decem<sup>r</sup> last past by his  
 Note under his hand of that date for value rec<sup>d</sup> promised the S  
 Elijah to pay him or Order twenty five Pounds ten Shillings & 6<sup>p</sup>  
 (meaning Lawful money) on Demand meaning with Interest -  
 Also for that the said William afterwards viz on the Day afor<sup>d</sup> at  
 Charlemont a for<sup>d</sup> was indebted to the said Elijah in another  
 Sum of twelve Shillings Lawful money for four Bushels of Corn then  
 before that Time so d<sup>d</sup> delivered by the Pl<sup>y</sup> to the Defdt at his request  
 and being so indebted he the Defdt then and there in Consideration  
 thereof promised the Pl<sup>y</sup> to pay him the last mentioned Sum on  
 Demand yet he has never p<sup>d</sup> performed either of his promises & tho<sup>t</sup>  
 tho<sup>t</sup> often requested but neglects it To the Damage of the S Elija  
 thirty Pounds - The Pl<sup>y</sup> now appears & the Defdt being three  
 times called to come in to Court makes Default of appearance  
 here whereupon it is considered by the Court that the S Elijah  
 do recover of the S William Twelve Pounds twelve Shillings &  
 Six pence of Lawful money Damages & Costs of Suit taxed at  
 £ 1. 14. 5 & thereof &c  
 Exec<sup>n</sup> in p<sup>d</sup> Nov 18 1794

Perkins vs  
 Sepherston  
 Nov 74 1794  
 Edmund Perkins of Ashfield in the County of Hampshire Yeom<sup>n</sup>  
 Pl<sup>y</sup> vs Joseph Sepherston of Buckland in D County Yeoman Deft  
 In a Plea of the Case for that the said Joseph at Buckland a for<sup>d</sup>  
 on the twenty first Day of June in the Year of our Lord One Thou  
 sand Seven Hundred & Ninety three by his Note under his hand of  
 that date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order seven  
 Pounds meaning Lawful money in B<sup>d</sup> & Cattle at the Market &c

by the fifteenth day of October in the year one Thousand seven Hundred and Ninety four meaning in the year of our Lord one Thousand seven hundred & Ninety four with Interest to be delivered at the dwelling House of the said Joseph in Buckland aforesaid And the Time for the delivery of said Cattle has elapsed and the Plaintiff says that he was always ready at the times & place aforesaid to receive said Cattle according to the Tenor of said Note & that the said Joseph tho' often requested has never delivered said Cattle nor paid the same Sum & Interest has not paid but neglected it - To the Damage of the said Edmund twelve Pounds - The Plaintiff appears & enters his action & the Defect being three times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the said Edmund do recover of the said Joseph Seven Pounds eleven Shillings & two pence of Lawful money Damages & Costs of Suit taxed at £1.0.3 & thereof -

Exon if Nov 14 1794

Noland & Paul Debtors both of Ashfield in the County of Hampshire vs Peter Clark of Conway in the County of Devon Defendant In a Plea of the Case for that the said Peter at Northampton aforesaid on the twenty fourth day of October in the year of our Lord seven hundred & Ninety three by his Note under his hand of that date for Value received promised the Pls by the name & addition of Noland and Paul Sears to pay them or Order Ten pounds ten Shillings & lawful money & the Interest on Demand yet the said Clark tho' often requested the same Sum and the Interest has not paid the Pls or either of them but neglected it - To the Damage of the said Noland & Paul fifteen Pounds - The Pls appear <sup>in time sent their case</sup> & enter their action & the Defect being three times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the said Noland & Paul do recover of the said Peter ten Pounds four Shillings & eight pence of Lawful money Damages & Costs of Suit taxed at £1.7.11 & thereof - After which the Defect appears by Simon Strong Jun<sup>r</sup> his atty & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in the last Tuesday of April next & he recognises with Sureties as the Law directs for his the said Peter's prosecuting the same with effect & as by said Recognizance won he does appear & -

Sears & al  
Clark  
Nov 15 1794

Joseph Lazzell of Cummington in the County of Hampshire Trader Plaintiff vs Daniel Burt of Hawley in the County aforesaid Defendant In a Plea of the Case for that the said Daniel at Cummington aforesaid on the sixth Day of June last past by the name & addition of Daniel Burt Taylor by his Note under his Hand of that date for Value received promised the Plaintiff to pay him or Order Five Pounds seven Shillings and four pence of good Lawful Silver money (meaning lawful money) within two Months from the date of said Note with Interest which Time has elapsed yet the said Daniel tho' often requested the same Sum & Interest has not paid but neglected it - To the Damage of the said Joseph Ten pounds The Plaintiff appears & enters his action & the Defect being three times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the said Joseph do recover of the said Daniel

Lazzell vs  
Burt  
Nov 16 1794

Five Pounds ten shillings of Lawful Money Damages & Costs of  
Suit taxed at £1-9-9 & thereof £  
Exon if Nov 19 1794

Williams vs  
Thayer  
Nov 77 1794

Jonah Williams of Goshen in the County of Hampshire Black  
smith Plff vs Joshua Thayer of Williamsburgh in S County  
Gentleman Defdt In a Plea of the Case for that whereas the  
Joshua at Goshen aforesaid on the fourteenth Day of April in  
the Year of our Lord Seventeen Hundred & Ninety four by his Note  
under his hand of that date for value recd promised the said  
Jonah to pay to him four pounds ten shillings (meaning lawful  
money on the fifteenth Day of October then next (meaning with  
Interest till paid) yet the said Joshua tho' often thereto re-  
quested the same hath not paid it nor any part thereof  
but neglected it To the Damage of the said Jonah twelve  
Pounds - , The Plf appears & enters his action & the Defdt tho'  
being three times called to come into Court makes Default of  
appearance here - Whereupon it is considered by the Court  
that the said Jonah do recover against the said Joshua Four  
Pounds Ten shillings & six pence of Lawful Money Damages  
and Costs of Suit taxed at £1-4-7 & thereof £

Exon if Nov 19 1794

Bark vs  
Eaton  
Nov 80 1794

Sylvanus Bark of Schuylar in the County of Hartkum & State of  
New York Yeoman Plf vs Comfort Eaton of Cummington in the  
County of Hampshire Yeoman Defdt In a Plea of the Case  
for that the said Comfort at Cummington aforesaid on the  
twenty eighth Day of March in the Year of our Lord Seventeen  
Hundred & Ninety one by his Note under his Hand of that date  
for Value received promised the Plf to pay him or order this  
by Pounds lawful Money in Nett Stock At Cash price by the  
fifteenth Day of October One Thousand Seven Hundred & Ninety  
four (meaning in the Year of our Lord one Thousand Seven  
Hundred & Ninety four with lawful Interest said Stock to be  
delivered at Capt. Nehemiah Richards in Cummington  
meaning at the dwelling House of Capt. Nehemiah Richards  
in Cummington aforesaid and the Time for the delivery of said  
Nett Stock has elapsed & the Plf avers that he was always ready  
at the time & place aforesaid to receive the same Nett Stock  
accord to the Tenor of said Note yet the said Comfort tho' often  
requested has never delivered said Stock nor paid the same sum  
and Interest in money but neglected it To the Damage of  
the said Sylvanus Fifty Pounds - , And now the Plf appears  
enters his action and the Defdt being three times called to come in  
to Court makes Default of appearance here Whereupon it is  
considered by the Court that the said Sylvanus do recover of the  
said Comfort Eaton Thirty six Pounds ten shillings & six pence  
of Lawful money Damages & Costs of Suit taxed at £2-2-11 & thereof  
after which the Defdt appears by Daniel Hindley Esqr his Atty  
& appeals from the Judgment of this Court to the Supreme Judicial  
Court to be holden at Northampton on the last Tuesday of April next

and he recognizes with Sureties as the Law directs for his the 3<sup>d</sup>  
Compts prosecuting the same with effect & as by 3<sup>d</sup> Recognizance  
on File does appear &c

43

Hampshire s<sup>r</sup> the Sheriff of our County of Hampshire or his Deputy Greeting  
Whereas Paul Haskins late of Newalem in the County of Hampshire  
Yeoman before our Justices of our Court of General Sessions of the Peace  
holden at Northampton within & for our said County of Hampshire  
on the Third Tuesday of May last past personally appeared & acknow-  
ledged himself indebted to us in the sum of Thirty Pounds to be  
levied of his Goods or Chattels Lands or Tenements or in want thereof  
of his body to our use if Default should be made in the Performance  
of the Condition following to wit that if Leba Haskins of Newalem  
Yeoman should personally appear before the Justices of our Court of  
General Sessions of the Peace then next to be holden at 3<sup>d</sup> Northamp-  
ton on the first Tuesday of September then next to answer to a pre-  
sentment found against him by the Grand Inquest for the body of  
the said County for a Trespass & should abide the Order of the 3<sup>d</sup> Court  
& should do & receive that which by the same Court should think  
there be enjoined upon him & not depart without License then  
the said Recognizance to be void otherwise to remain in full  
force & Virtue and Whereas afterwards at our 3<sup>d</sup> Court of General  
Sessions of the Peace which was holden at 3<sup>d</sup> Northampton on the  
said first Tuesday of September the said Leba Haskins being three  
Times called solemnly called to come into Court did not appear  
but made Default thereof & did not abide the Order of the said Court  
as by the Record & proceedings thereof in our same Court still remain-  
ing manifestly appears & by the Default of the 3<sup>d</sup> Leba as aforesaid  
the said sum is forfeited to us & has not been paid but still remains  
due and to be levied in manner aforesaid for our use & we being  
willing to have the sums so due speedily paid to us & satisfied  
as Justice requires - Command you that you make known  
to the 3<sup>d</sup> Paul Haskins that he appear before our Justices of our  
Court of Common Pleas to be holden at Northampton within &  
for our 3<sup>d</sup> County of Hampshire on the second Tuesday of November  
next to shew cause if any he has why Execution should not  
issue against the 3<sup>d</sup> Paul for the 3<sup>d</sup> sum of Thirty Pounds forfeit-  
ed to us as aforesaid & costs of suit & further to do & receive what our  
said Court shall then & there consider concerning him in this  
behalf & have you there this Writ with your Doing therein Witness  
Charles Porter Esq<sup>r</sup> at Northampton this twenty second Day of October  
in the year of our Lord One thousand seven hundred & ninety  
four - The 3<sup>d</sup> appears & enters the action & the Default of  
the 3<sup>d</sup> three times called to come into Court makes Default of appear-  
ance here Whereupon it is considered by the Court that the 3<sup>d</sup>  
Commonwealth do recover against the 3<sup>d</sup> Paul Thirty Pounds  
of Lawful Money Debt & costs of Suit taxed at £1.3.9 & thereof  
Exec<sup>d</sup> in Nov<sup>r</sup> 1794

Hamilton vs  
Maxwell  
Nov<sup>r</sup> 02 1794

Samuel Hamilton of Chesterfield in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Joshua Maxwell of Chesterfield in said County aforesaid  
Husbandman Def<sup>t</sup> - In a Plea of the Case for that the said Joshua at  
Chesterfield on the Eighteenth Day of April last past by his Note of  
hand of that Date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order  
the sum of twenty five pounds £m, meaning lawful money,  
with Interest till paid to be paid on or before the Eighteenth Day  
of October then next yet the said Joshua tho' often requested hath  
not paid the Contents of the said Note to the Pl<sup>y</sup> or any part thereof  
but unjustly neglected it To the Damage of the Pl<sup>y</sup> Samuel Thirty  
Pounds - The Pl<sup>y</sup> appears & enters his Action & the Def<sup>t</sup> tho'  
three times called to answer in Court makes Default of appear  
ance here Whereupon it is considered by the Court that the Pl<sup>y</sup>  
Samuel do recover against the Def<sup>t</sup> Joshua Twenty five Pounds  
seventeen shillings & six pence of Lawful Money Damages &  
Costs of Suit taxed at £1-3-0 & the Def<sup>t</sup> do - After which the  
Def<sup>t</sup> appears by Samuel Hinchcliff Esq<sup>r</sup> his Att<sup>y</sup> & appeals  
from the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton aforesaid on the last Tuesday of April  
next & he recognises with Sureties as the Law directs as the Law  
directs for his the Def<sup>t</sup> Joshua's prosecuting the same with effect &  
as by said Recognizance on File does appear & -

Commonwealth vs  
Zeba Haskins  
Nov<sup>r</sup> 03. 1794

Hampshire sh<sup>r</sup> To the Sheriff of our County of Hampshire his  
under Sheriff or Deputy greeting - Whereas on the twentieth  
Day of May in the year of our Lord one Thousand Seven hundred  
& twenty four before our Justices of our Court of General Sessions  
of the Peace holden at Northampton within & for our said County  
of Hampshire personally appeared Zeba Haskins late of  
Newalem in our said County Hampshire Yeoman & acknowledged himself Indebted to us in the sum of Thirty Pounds  
to be levied of his Goods or Chattels Lands or Tenements & in  
want thereof of his body to our Use if Default should be made in the  
<sup>of the Condition</sup> performance following to wit That if he the said Zeba should per  
sonally appear before the Justices of our Court of General Sessions  
of the Peace then next to be holden at Northampton within & for  
our County of Hampshire on the first Tuesday of September  
next to answer to a presentment found against him by the  
grand Inquest for the body of the said County for a trespass should  
abide the Order of the said Court & should do & receive that which  
by the same Court should then & there be enjoined upon him &  
not depart without License then the above Recognizance to be  
void otherwise to remain in full force & Virtue Whereas after  
wards at our Court of General Sessions of the Peace holden at  
Northampton within and for our said County on the first Tuesday  
of September last the said Zeba being three times solemnly called &  
summoned to Court did not appear but made Default thereof & did  
abide the Order of the said Court & departed from the same Court with  
out License as by the Record & proceedings in our said Court still

remaining manifestly appears and by the Default aforesaid the said Sum of Thirty Pounds is forfeited to us & hath not been paid but still remains due & to be levied in manner aforesaid to our Use And we being will that the Sum so due should be speedily paid as Justice requires Command you that you make known to the P. Zeba that he appear before our Court of Common Pleas to be hold at Northampton within 2 for the said County of Hampshire on the second Tuesday of November next to shew cause if any he has why we ought not to have Execution against him the P. Zeba for the Sum of Thirty Pounds forfeited to us as aforesaid and Costs of Suit & further to do and receive what our said Court shall then think meet with your Doings, this in Witness Whereof Charles Porter Esq at Springfield Northampton the twenty third day of October in the Year of our Lord One Thousand Seven Hundred & Ninety four The Commonwealth appears by Caleb Strong Esq their Attorney and enters the Citation and the Deft being three times called to it is considered by the Court that the said Commonwealth do recover against the said Zeba Haskins Thirty Pounds of Lawful Money Debt & Costs of Suit taxed at £1.4.3 & thereof x - -

Exeiss ip<sup>o</sup> Nov<sup>r</sup> 17-1794

Moses Burt Yeoman & Moses Burt Jun<sup>r</sup> Yeoman both of Springfield in P County Administrators of all the Goods & Chattels Rights & Credits of John Burt late of said Springfield deceased vs Timothy Lyman late of Hadley in P County of Hampshire Gentleman Executor of the last will & Testament of Phineas Lyman late of said Hadley Gentleman deceased Defd<sup>t</sup> In a plea that the said Timothy owes to them the said Moses Burt & Moses Burt Jun<sup>r</sup> twenty Pounds & two pence Lawful Money which from them he unjustly detains for this to wit that the said John Burt in his Life Time to wit by the Consideration of our Justice of our Court of Common Pleas holden at Northampton within and for our P County of Hampshire on the first Tuesday of September last past recovered Judgment against the said Timothy in his said Capacity of Executor for the Sum of twenty Pounds one Shilling & three pence Damages & two pounds Eighteen Shillings & eleven pence for Costs of Suit of which the said Timothy is counsel as by the Record & Proceedings thereof in our same Court remaining fully appears & the same Judgment remains in full force wholly unsatisfied unversed & unpaid and altho Execution hath issued on the said Judgment yet nothing hath been received or paid thereon yet the said Timothy tho often requested hath not paid the contents of said Judgment or any part thereof but neglects it To the Damage of the said Moses Burt & Moses Burt Jun<sup>r</sup> as they pay in. The Plys appear at this Time & the Defd<sup>t</sup> tho three Times called to come into Court makes Default of appearance here whereupon it is considered by the Court that the said Moses & Moses Jun<sup>r</sup> do recover against the said Timothy

Burt vs  
Lyman  
Nov<sup>r</sup> 05. 1794

Twenty three Pounds four Shillings & Nine Pence of Lawful Money Debt and one Pound six Shillings & seven Pence Costs of Suit: £ 1. 10. 7 & there of &c. Ex. in. of. Nov<sup>r</sup> 17 1794

Chiles vs  
Hill

Nov 86 1794

David Chiles of Conway in the County of Hampshire  
Plaintiff vs Oliver Hill of Conway aforesaid Defendant In a  
Plea of the Case for that the said Oliver at Conway aforesaid on  
the ~~the~~ twelfth Day of August in the Year of our Lord Seven  
teen Hundred and Ninety four by his Note under his hand  
of that Date for value received promised the said David  
to pay to him five pounds one Shilling & six pence on  
Demand with Interest yet the said Oliver tho often request  
ed hath not paid the Contents of said Note but neglects it  
to the Damage of the said David as he saith Seven Pounds  
The Pl<sup>t</sup> appears by & the Def<sup>t</sup> the three times called to come  
into Court makes default of appearance here Whereupon  
it is considered by the Court that the said David do recover  
against the D<sup>r</sup> Oliver Five Pounds & two pence lawful Money  
Damages & Costs of Suit taxed at £ 1. 9. 9 & there of &c.  
after which the Def<sup>t</sup> appears by Simon Strong Gent<sup>l</sup> his  
Att<sup>y</sup> and appeals from the Judgment of this Court to the  
Supreme Judicial Court next to be holden at Northampton  
on the last Tuesday of April next & he recognises with Sure  
ties for the said Oliver's prosecuting the same with effect  
as by said Recognizance in File does appear &c.

Tringier  
vs  
William

Nov 27 1794

Nathaniel Tringier of Conway in the County of Hampshire  
Plaintiff vs William Hillbridge of Pittsfield in the County  
of Berkshire Physician Def<sup>t</sup> In a Plea of the Case for that  
the said William at Conway aforesaid on the first Day of Mar<sup>ch</sup>  
in the Year of our Lord Seventeen Hundred and Ninety four  
was indebted to the said Nathaniel in the sum of Eleven  
Pounds three Shillings lawful Money for so much Money  
by the aforesaid William to the Use of him the D<sup>r</sup> Nath<sup>l</sup> before  
that time had und<sup>er</sup> rec<sup>d</sup> and being so thereby indebted he  
the said William afterwards to wit on the Days Year afo<sup>r</sup>  
at Conway aforesaid undertook & to the said Nathaniel  
promised to pay to him the same sum when he should be  
there to request it yet the said W<sup>m</sup> tho often requested hath  
not paid said sum but neglects it to the Damage of the  
said Nath<sup>l</sup> Fifteen Pounds The Pl<sup>t</sup> appears & the Def<sup>t</sup> the three  
times called to come into Court makes default of appearance  
here Whereupon it is considered by the Court that the said  
Nath<sup>l</sup> do recover against the D<sup>r</sup> William Eleven Pounds & two  
pence lawful Money Damages & Costs of Suit taxed at  
£ 1. 9. 9 & there of &c. Ex. in. of. Jan<sup>y</sup> 15 1795

45

Nathan Perkins of Plainfield in ~~our~~ the County of Hampshire  
vs  
Trader Plf vs Josiah Shaw of Cumington in said County Yeoman  
Defdt In a Plea of the Case for this that whereas the said Josiah at  
Plainfield aforesaid on the eighth Day of March last past by his  
promissory Note of Hand of that Date for value received promised  
the Plf to pay meaning to deliver him the sum of Nine Pounds &  
Eleven Shillings Lawful Money worth of good Mott Cattle at Cash  
value by the first Day of October then next with Interest till  
paid And the Plf avers that he has always been ready to receive  
the same sum in Mott Cattle according to the Tenour of sd Note  
to wit in Plainfield aforesaid Yet the said Josiah altho often  
requested has never performed his said promise but neglects  
refuses to do it to the Damage of the Plf Jonathan fifteen Pounds  
The Plf appears & the Defdt tho being three Times called  
to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Jonathan  
do recover against the sd Josiah Nine Pounds Eighteen Shillings  
and Ten Pence of Lawful Money Damages & Costs of Suit taxed  
at £1-7-11 & thereof  
Exon ip Nov 17 1794

Solomon Bond of Plainfield in the County of Hampshire  
vs  
Physician Plf vs Samuel Bates of Cumington of Cumming  
ton in sd County Yeoman Defdt In a Plea of the Case for this  
that whereas the said Samuel at Plainfield aforesaid on the  
twenty sixth Day of May last past by his promissory Note of Hand  
of that Date for value received promised the Plf to pay him  
the sum of Seven pounds & ten Shillings Lawful Money on Demand  
with Interest till paid Yet the said Samuel altho often request  
ed has never performed his said promise but refuses to do it  
to the Damage of the Plf Solomon Ten Pounds The Plf appears  
& enters his action & the Defdt tho being three times called  
to come into Court makes Default of appearance here where  
upon it is considered by the Court that the sd Solomon do  
recover of the sd Samuel Seven Pounds thirteen Shillings &  
nine Pence of Lawful Money Damages & Costs of Suit taxed  
at £1-9-11 & thereof  
Exon ip Nov 1794

Russell Attwater of Blanford in the County of Hampshire  
vs  
Gentl Plf vs Moses Steel of Washington in the County of York  
shire Gentl Defdt In a Plea of the Case for this that  
the said Moses at sd Blanford on the twenty second Day of May  
in the year of our Lord twenty hundred & ninety four by his  
Note in writing under his hand of that Date & by him  
subscribed for value recd promised said Russell to pay him  
or Order the sum of One Hundred & fifty Dollars equal to Forty

Exon<sup>d</sup> ip<sup>d</sup> Nov<sup>r</sup> 19 1794

Dec 90 1794

Exon i<sup>o</sup> Nov<sup>r</sup> 19 1794

1877

Trumbly Sheweth John Oster of Blanford in the County of  
Hampshire Yeoman that on the twenty fifth Day of May  
in the Year of our Lord One thousand seven hundred & thirty  
he purchased of James Nutt late of London in the County of  
Surreyshire Heirs and them in full Life the following part  
of Land lying in Blanford aforesaid the same being  
part of lot 2037 part of the Land which the said James  
in his Life Time bought of David Vanhorn late of the City of  
New York deceased bounded as follows viz beginning at the North  
West Corner of John Oster's lot at a stake & stone Thence  
South Sixteen & a half Acres Thence East Thirteen Rods to a  
Stake Thence South Thence North 60° 29' West Fifty Rods to a  
Stake Thence South Thence North 62° 29' West One Hundred thirty

to a Maple Tree & Stones about it Thence East Eighty Nine Rods to  
the first mentioned Bounds containing Fifty Acres - & that the  
said James on the same twenty fifth Day of May made his Bond in  
writing under his seal & herewith shew to the Court to him the  
John in the penal Sum of two Hundred Pounds lawful Money which  
was given on the following Condition that if the P<sup>r</sup> John Osborn  
should pay or cause to be paid the full contents of the Bond of him  
the said James to him the said David Vanhorn & for the Security of  
the payment whereof the said James had Mortgaged the aforesaid Land  
which he had bought of said David & should take up the said Mort  
gage or procure the same to be discharged by satisfying the said  
Bond both which Securities were then in the Hands of John Wor  
thington Esq<sup>r</sup> the Att<sup>y</sup> of the Executors of s<sup>d</sup> David & if he the s<sup>d</sup>  
James should thereupon make Execute and deliver to him the  
P<sup>r</sup> John Osborn a good & sufficient Deed of the Tract of Land  
bargained for as aforesaid then the said Obligation to be void other  
wise to remain in full force and the P<sup>r</sup> Osborn hereby informs  
your Honours that on the sixth Day of November Instant he  
procured the s<sup>d</sup> Mortgage to be discharged by paying the full  
contents of the said Bond of the P<sup>r</sup> James & that the P<sup>r</sup> James since  
the s<sup>d</sup> twenty fifth day of May 1790 has deceased & that Susanna  
Nutt the Wid<sup>e</sup> of the said James is Administratrix of the Goods  
& Estate of the s<sup>d</sup> James The P<sup>r</sup> Osborn therefore prays that the  
P<sup>r</sup> Administratrix may be empowered to make Execute & de  
liver to him the P<sup>r</sup> John Osborn a conveyance of the said Land  
in the same manner as the P<sup>r</sup> James would have been obliged  
to have made had he been alive by Virtue of s<sup>d</sup> Bond and as in  
Duty bound shall pray & Mr John Phelps Att<sup>y</sup> to P<sup>r</sup> Osborn  
which said Petition being read together with A is thereupon con  
sidered <sup>by the Court</sup> that the prayer thereof be granted The said Petitioner  
notifying all Persons concerned in manner prescribed by  
Law &c

46

The Petition of David Kennedy of Blanford in the County of  
Hampshire Yeoman Humbly shews That on the 11<sup>th</sup> Day  
of April in the year of our Lord one Thousand seven Hundred  
& ninety two he purchased of James Nutt late of London in  
the County of Berkshire deceased then in full Life the follow  
ing Tract or parcel of Land lying in Blanford aforesaid the  
same being part of Lot No 37 and part of the Land which  
the s<sup>d</sup> James in his Life Time bought of David Vanhorn late  
of the City of New York dec<sup>d</sup> bounded as follows viz beginning  
at Moses Mitchels Northwest Corner running East 10° South  
Eighty Eight Rods Thence North 40° East twenty six Rods Thence  
North 40° West 50 Rods Thence North 6° West One Hundred &  
Thirteen Rods to a Maple Tree with Stones about it Thence West  
17 & 30 m North to the first mentioned Station containing thirty  
six Acres be the same more or less and that the P<sup>r</sup> James on the

David Kennedy  
Petition  
Nov 100 1794

same 11<sup>th</sup> Day of April made his Bond in Writing under his  
 seal and herewith shewn to the Court to him the said David  
 Kennedy in the Penal Sum of One Hundred Pounds lawful  
 Money which was given on the following condition that if  
 the said James doth give us to him the said David a Warr  
 antie Dued of a certain Piece of Land lying in Blanford being  
 the westerly part of Land that the said James purchased of David  
 Plunkett out of Five Hundred Acre lot at being part of lot  
 37 containing 47 Acres said Dued to be given as soon as may  
 be after the Mortgage is taken up then the said Bond to be null  
 and void otherwise to remain in full Force & Virtue & the  
 said David Kennedy hereby informs your Honours that in the  
 sixth Day of Novem<sup>r</sup> Instant he procured the said Mortgage to  
 be discharged by paying the full Contents of the said Bond of the  
 said James & that the said James since the 11<sup>th</sup> Day of April  
 1792 has deceased & that Susan ne Wutt the Wife of the said James  
 is Administratrix of the Goods & ~~Chattels~~ Estate of the said James  
 The said David Kennedy therefore prays that the said Administra  
 may be empowered to make execute & deliver to him the said David  
 Kennedy a conveyance of said Land in the same manner as  
 the said James Wutt would have been obliged to have made had  
 he been alive by virtue of said Bond & as in Duty bound shall  
 pray &c. By John Phelps Esq<sup>r</sup> to the said David  
 Which Petition being read It is considered by the Court that  
 the prayer thereof be granted &c. the said Petitioner first notify  
 all persons concerned in manner provided by Law &c.

Stoddard vs  
 Watkins  
 Dec<sup>r</sup> 10<sup>th</sup> 1794

John Stoddard of Northampton in the County of Hampshire  
 Plaintiff vs Oliver Watkins of Partridge Field in the  
 County of Berkshire Defendant In a Plea of Trespass  
 the Cause for that whereas the said Oliver on the sixth Day of  
 February in the year of our Lord seventeen hundred & ninety  
 three at Northampton offered by his promissory Note  
 in Writing under his hand of that date for value received promiss  
 to pay to the said Stoddard to pay him in Order the sum of twenty  
 seven Pounds three Shillings meaning lawful Money with  
 Interest on &c. before the fifth Day of October in the year  
 of our Lord one thousand seven hundred & ninety four & the  
 said Stoddard that the said fifth Day of October in the year of our  
 Lord one thousand seven hundred & ninety four the said Oliver  
 has not paid the sum of twenty seven Pounds three Shillings  
 but has paid the sum of ten Pounds only & the said Stoddard  
 has been obliged to sue the said Oliver for the balance of the  
 sum of seventeen Pounds three Shillings & the said Stoddard  
 has been obliged to sue the said Oliver for the balance of the  
 sum of seventeen Pounds three Shillings & the said Stoddard

When for it is considered by the Court that the <sup>d</sup> John Stoddard  
to recover against the <sup>d</sup> Matthews Forty Pounds One Shilling  
& four pence of Lawful Money Damages & Costs of Suit taxed at  
£1. 4. 3 & thereof &c After which the Deft appears by  
Chandler Williams Esq his atty and appeals from the Judgment  
of this Court to the Supreme Judicial Court to be holden at North-  
ampton on the last Tuesday of April next & he recognizes with  
sureties as the Law directs for the <sup>d</sup> Oliver prosecuting the same  
with effect as by <sup>d</sup> Recognizance on <sup>d</sup> does appear &c

John Murray of New York in the County & State of New York Merchant  
& Philip Sanson of London in the Kingdom of Great Britain Merchant  
Pls vs Obadiah Dickinson of Northfield in the County of Hampshire  
Esq Deft In a plea of trespass on the case for that the <sup>d</sup> Obadiah at  
New York to wit at Northampton aforesaid on the fifteenth Day of Au-  
gust in the year of our Lord seventeen Hundred & eighty eight by his  
Note in writing under his Hand of that date for value rec<sup>d</sup> prom-  
ised the Pls to pay them or Order one Hundred & sixty eight Pounds  
nine shillings and Ten pence New York Currency in Gold or Silver  
or as much paper money of the State of New York at the current ex-  
change as would produce the same when paid in six months after  
date & if not paid when due Interest till paid - Also for that the  
said Obadiah at New York to wit at <sup>Northampton</sup> on the fifteenth  
Day of August in the <sup>same</sup> year by his other Note of Hand of that Date for value  
rec<sup>d</sup> promised the <sup>d</sup> Plaintiff to pay them or Order on Demand For  
Twenty Pounds Nineteen shillings & Ten pence New York Currency in Gold  
or Silver or as much paper money of the State of New York at the cur-  
rent exchange as would purchase the same when paid & the Pls  
aver that they thereafter on the same Day demanded of the <sup>d</sup>  
Obadiah the contents of the same Note also for that the <sup>d</sup> Obadiah at  
New York to wit at Northampton aforesaid on the twenty ninth Day  
of November in the year of our Lord seventeen Hundred & eighty seven  
by his other Note of Hand of that Date for value rec<sup>d</sup> promised the  
Pls to pay them or Order six months after Date two Hundred & eight-  
een Pounds five shillings & eleven pence currency with Interest  
after that Time if not then paid and the Pls avers that the said  
Notes in the State of New York when each of the contracts above  
mentioned was made at the Time of making the several Notes was  
& ever since hath been seven Pounds by the <sup>d</sup> Pls paid for one year &  
that the <sup>d</sup> Sum aforesaid in the current money of New York at the  
Time of making <sup>d</sup> Promises were & ever since have been of the value  
of three fourths of the same Sums respectively in the Lawful Money  
of this State yet that the <sup>d</sup> Obadiah tho' often requested hath not paid the  
contents of the said Notes to the Pls but unjustly neglects to do it  
to the Damage of the <sup>d</sup> John Murray & Philip Sanson One Hun-  
dred & fifty Pounds - The Pls appear by Caleb Strong Esq their  
attly & the Deft being three Times called to come into Court  
makes default of appearance here whereupon it is considered by  
the Court that the said Murray & Sanson do recover against the said

Murray & al  
vs  
Dickinson &  
Nov<sup>r</sup> 10<sup>th</sup> 1794

Obadiah Torky Eight Pounds one Shilling & Nine pence  $\frac{1}{4}$  of Law  
ful Money Damages & Costs of Suit taxed at £2-13-7 & ther of 8s  
after which the Defd<sup>t</sup> appears and appeals from the Judgment  
of this Court to the Supreme Judicial Court to be holden at North  
ampton on the last Tuesday of April next & he recognises with  
sureties as the Law directs for his the P<sup>r</sup> Obadiah's prosecuting  
the same with effect &c as by said Recognizance on file does  
appear &c.

Merrill vs  
Smith

Nov 10<sup>th</sup> 1794

Calvin Merrick of Amherst in the County of Hampshire Plaintiff  
vs Simon Smith of Hatfield in sd County Yeoman Defendant In  
a Plea of the Case for that the said Simon at sd Amherst on the  
eleventh Day of January last past by his Note under his hand  
of that date for value recd promised the said Calvin to pay him  
or his Order the value of Thirteen Pounds ten shillings & one penny  
in lawful money to be paid in tanned Sheep Skins by the first  
day of May then next following said Sheep skins to be delivered  
appraised by Benjamin Prescott of Northampton with law-  
ful Interest for said Sum until paid & the sd Calvin says  
that the said Benjamin Prescott was always ready at said  
Northampton to appraise the sd Skins & that he the sd Calvin  
was always ready at sd Amherst to receive the sd Skins yet the  
sd Simon the often requested has never performed his sd promise  
but neglected & refuses to do it - To the Damage of the sd Calvin  
the Sum of twenty Pounds The Plf appears & enters this Action  
& the Defdt being three times called to come into Court makes  
default of appearance here Whereupon it is considered by the  
Court that the said Calvin do recover of the said Simon Four  
Pounds six shillings of lawful money Damages & Costs of suit  
taxed at £1-1-9 & thereof &c Execm ipm 20<sup>th</sup> 9 1794

Exemplum Aug 1794

Samuel Dickinson Gentleman & Silas Porter Yeoman both of  
Hillsdale in the County of Hampshire & William Smith & Mary  
in said County Yeoman & <sup>John White & Philipa Thelbair</sup> ~~James & Mary~~ <sup>James & Mary</sup> ~~James & Mary~~  
Yeoman both lately in said County Partis in a Rule of the  
Court according to the Statute The Partis appear & the  
Parties by their Attorneys send into Court their award with  
that the Samuel Dickinson do recover against the James  
& Mary White & Philipa Thelbair the sum of twenty  
pounds & of Damages in full of all Damages & any other  
which shall at any time hereafter be sustained in consequence  
of the setting up & continuing the said Damages & other in the  
said Statute as mentioned in the Statute & the Court do  
order that the James & Mary of the James & Mary White  
& Philipa Thelbair do pay to the Samuel Dickinson the sum  
of twenty pounds & of Damages & any other which shall at any  
time hereafter be sustained in consequence of the setting up &

accepted and it is considered by the Court that the <sup>sd</sup> Samuel, Elias  
and Warham do recover against the <sup>sd</sup> Moses, Elisha and John  
Twenty Pounds of Lawful Money Damages & Costs of Suit taxed at  
£12-1-6 & thereof &c  
Nov 12<sup>th</sup> 1794 The <sup>sd</sup> John White Thirty two pounds one  
Shilling & six pence in full satisfaction of the foregoing Judgment  
of the Deftor  
Samuel Dickinson

40

Reuben Snow of Greenwich in the County of Hampshire Yeoman Snow vs  
& George Robinson of Belchertown in <sup>sd</sup> County Labourer Parties Robinson  
in a Rule of Reference according to the Statute &c The Parties Nov 11<sup>th</sup> 1794  
appear and the Reference made by them chosen sent into Court  
their award viz that the said Reuben Snow recover against the  
said George Robinson curin and possession of the following Tract  
of Land lying & being in Belchertown aforesd Bounded as follows viz  
beginning at a Stake and Stones standing on Thomas Spurnways  
North & Lie & the South east Corner of a Lot of Land belonging to Do  
ry Witt & runs from thence & att nine Degrees South twenty four  
Rods Thence South six Degrees West twenty two Rods Thence East  
twenty nine Degrees North forty Rods Thence North 6 Deg East  
twenty two Rods Thence West twenty nine Degrees North twenty  
four Rods Thence West twenty nine Degrees South forty Rods to  
the first mentioned Bounds in exclusion of all other Titles con  
taining Ten Acres & Cost of Reference taxed at two Pounds eleven  
Shillings Which is awarded is accepted and it is considered by  
the Court that the <sup>sd</sup> Reuben Snow do recover against the <sup>sd</sup>  
Robinson curin & Possession & Costs of Suit taxed at £3-11-1  
& thereof &c  
Writ of Possession if Dec 8<sup>th</sup> 1794

Samuel Smith of Hatfield in the County of Hampshire Gentleman Smith vs  
Compt<sup>r</sup> vs Oliver Robinson of Williamsburgh in <sup>sd</sup> County Geo Robinson  
man That at a Justice Court holden before William Bodman Esq<sup>r</sup> one of the Justices of the Peace for <sup>sd</sup> County on the 6<sup>th</sup> Day of  
October last he recovered Judgment against the <sup>sd</sup> Oliver Rob  
inson for the Sum of eleven Shillings & six pence for his costs  
of Suit from which Judgment the <sup>sd</sup> Oliver appealed to this Court  
& required to prosecute his Appeal but has failed to do it  
the <sup>sd</sup> Samuel therefore prays Affirmation of <sup>sd</sup> Judgment  
with additional Cost - Which <sup>sd</sup> Complaint being read it is  
considered by the Court that the <sup>sd</sup> Compt<sup>r</sup> be allowed his Costs  
taxed at £2-14-9 & thereof &c Exon if Dec 6<sup>th</sup> 1794

Reuben Parks of Knapel in the County of Hampshire Yeoman  
and Daniel Thirkland of Norwich in <sup>sd</sup> County Gentle Parties  
in a Rule of Reference according to the Statute &c The Parties  
appear & the Reference by them chosen sent into Court their award  
viz That the <sup>sd</sup> Reuben Parks have the Sum mentioned in  
under submission in full of all demands & that the <sup>sd</sup> Daniel  
Thirkland pay the Costs of this Reference & that the <sup>sd</sup> Parks  
do receive lawful money & the Costs of Suit &c by the Court

which is allowed is accepted & it is considered by the Court that  
the said Putney do recover of the said Sepson his costs taxed at £1.11.9

Exon' ip' Feby 23 1795

Putney Compt

vs

Sepson

Nov 11. 1794

Whereas Putney of Abfield in the County of Hampshire Yeoman  
humbly sheweth that on the fourteenth day of October in the year  
of our Lord seventeen hundred ninety four he received Judgment  
by the consideration of Phillip Phillips Esq one of the Justices of  
the Peace for the County aforesaid against David Sepson <sup>of Abfield Esq</sup> ~~with~~  
~~named~~ for the sum of twelve shillings & four pence lawful Money &  
costs of suit taxed at fourteen shillings & five pence lawful Money  
from which Judgment the said David appealed to this Court but has  
failed to prosecute his Appeal he prays therefore for affirmation  
of said Judgment with additional costs. Whereon it is consid-  
ered by the Court that the said Putney do recover against the  
said Sepson twelve shillings & four pence lawful Money Dam-  
ages & costs of suit taxed at £2.3.5 & thereof &c

Exon' ip' Nov 19 1794

The foregoing Judgments Orders &c being now entered  
up in Warrants Form as aforesaid when the Court  
was adjourned without Day

At Test Brest Cler

Hampshire

Jan<sup>y</sup> Term  
1795

At the Court of Common Pleas holden at Northampton in & for the County of Hampshire on the second Tuesday of January being the 13<sup>th</sup> Day of said Month and from Day to Day to the 21<sup>st</sup> Day of said Month Anno Domini 1795.

Justices of said Court Present -

Jury of Trial.

Charles Porter Esq  
John Bliss Esq<sup>r</sup>  
Samuel Mather Esq  
Samuel Lyman Esq

David Porter Fireman Wm  
Abraham Inver East Hamp<sup>r</sup>  
Joseph Rhoades Christ<sup>d</sup>  
John Plagg Deer<sup>d</sup>  
Eben Clark St Hampton

3<sup>d</sup> Day Dur. vs White. In Dickinson de  
David Smith & Tal<sup>r</sup>

5<sup>th</sup> Day Bradish vs Bud. Sam<sup>l</sup> & Merrick  
James Mather de  
Joseph Barnard Tal<sup>r</sup>

6<sup>th</sup> Day Fowler vs Lu -- Samuel Talisman.

7<sup>th</sup> Day Warner vs Corley Eben Ripley  
Aaron Gorton de  
John Jennings Tal<sup>r</sup>

8<sup>th</sup> Day Buntington vs Bullock. Eb Clark  
Sam Morse  
James Whiting  
Dan Wright

9<sup>th</sup> Day Porter vs Fairbank. Eb Clark de  
Sam Morse Tal<sup>r</sup>  
Dan Rust Juror  
Wm Gollison Juror  
at night

10<sup>th</sup> Day Daniels vs Hill Same Jurors

11<sup>th</sup> Day Harwood vs Perry Same Jurors

12<sup>th</sup> Day Dickinson vs Pratt Same Jurors

13<sup>th</sup> Day Blackmer vs Morse. Isaac Barnard & John Dickinson de Tal<sup>r</sup>

Exps Lathrop of West Springfield in the County of Hampshire  
vs Elizabeth Dwight of Springfield aforesaid Gentlewoman Pl<sup>f</sup>  
vs Samuel Hendrick of Palmer in County of Worcester otherwise  
Husband and Mand<sup>r</sup>. This Case was entered at the last January Term  
and continued from Term to Term to this Time & now neither  
Party appearing this Case is dismissed &c.

Lathrop vs  
Hendrick  
Jan 21 1794

Martin Hinckley of Hardwick in the County of Worcester Esq  
vs Eliza Porter of Hadley in the County of Hampshire Esq<sup>r</sup>  
Sheriff of said County Deft<sup>r</sup> in a Plea &c as at large set forth in the  
Declaration on File &c This Case was entered at the last January  
Term at which Time the Parties appear & agree to refer this Case to  
the Judgment & determination of D Bigelow J Williams & Henry  
Dwight Enquires the award of them or any two of them to be final  
to be returned in to this Court Judgment to be made up & Exec<sup>d</sup>  
if which agreement of Parties is made the Rule of this Court  
and it is considered that they have Day here in Court until the  
next Term from which the Case was continued from Term to Term.

Hinckley vs  
Porter  
Jan 41 1794



Thomas French of Williamsburgh in the County of Hampshire  
App<sup>t</sup> vs James Stuart of Williamsburgh Appellee In which  
original Case the sd Stuart was D<sup>y</sup> L<sup>d</sup> French D<sup>y</sup> as appears  
by Writ on Title &c This Case was entered at the last Jan<sup>y</sup> Term &  
contin<sup>d</sup> from Term to Term to this Time & now neither Party ap-  
pearing this Case is dismissed

50  
French ap<sup>t</sup>  
vs Stuart p<sup>t</sup>  
Jan<sup>y</sup> 14<sup>th</sup> 1794

John Thompson of Dulmer in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs John Lyon Yeoman Deinsurance nottiff of Guilford in the  
County in a Plea &c as set forth in the Declaration on Title &c.  
This Case was entered at the last Jan<sup>y</sup> Term & contin<sup>d</sup> from  
Term to Term to this Time & now neither Party appearing  
this Case is dismissed

Thompson vs  
Lyon & Wife  
Jan<sup>y</sup> 19<sup>th</sup> 1794

Peter Ball of Waltham in the County of Middlesex Gentleman  
Pl<sup>y</sup> vs Elisha Robinson of Granby in the County aforesaid Yeoman  
alias Gentleman D<sup>y</sup> In a Plea of the Case for that the sd  
Elisha Robinson at Springfield in the ninth Day of  
March in the Year of our Lord Seventeen Hundred & Eighty two by  
his promissory Note of Hand of that Date by him subscribed for  
value rec<sup>d</sup> promised the sd Peter Ball to pay him or Order the sum  
of Ten shillings & 5<sup>p</sup> meaning lawful money on Demand with  
Interest till paid Also for that the sd Elisha Robinson at Springfield  
on the first Day of November in the Year of our Lord Seventeen Hundred  
and Eighty three by his other promissory Note of Hand of that Date  
by him subscribed for value rec<sup>d</sup> promised the sd Peter Ball to  
pay him or Order the sum of twelve shillings & Eight Pence mean-  
ing lawful money on Demand with Interest till paid Also for that  
the sd Elisha at East Sudbury wrote at Springfield afores<sup>d</sup> on the twenty  
eighth Day January in the Year of our Lord one Thousand Seven  
hundred & Eighty three by his other Note under his Hand of that  
Date for Value rec<sup>d</sup> promised one Jonas Rice to pay him or  
his Order the sum of three Pounds lawful money by the last Day  
of March next meaning by the last Day of March then next with  
Interest till paid & then afterwards on the same day of the sd Jonas  
by his endorsement under his Hand on the Back of said Note by  
him subscribed for value rec<sup>d</sup> ordered the Cont<sup>ts</sup> of the said  
Note then & that due & unpaid to be paid to the D<sup>y</sup> of all which  
the sd Elisha then afterwards on the same Day had Notice &  
thereupon became chargeable to pay the Cont<sup>ts</sup> of the said  
aforesaid to the D<sup>y</sup> according to the Tenor thereof & then & there  
in consideration thereof promised him to do it accordingly by  
yet the said Jonathan of ten thins to by the D<sup>y</sup> requested he should  
paid the same but neglects to the Damage of the said Peter Ball  
Ten Pounds - This Case was entered at the last January Term  
& contin<sup>d</sup> from Term to Term till this Time & now the D<sup>y</sup> appears  
& the D<sup>y</sup> being sometimes called to come into Court makes  
Default of appearance here Wherefore it is considered by the Court  
that the said Ball do Recover of the sd Robinson Four Pounds twelve

Ball vs  
Robinson  
Jan<sup>y</sup> 21<sup>st</sup> 1794

and eleven pence of Lawful Money & charges Costs of Suit  
laid at £6. 14. 11 & being

Exon in January 23<sup>rd</sup> 1795

Mannah Williams

24

Williams & al

Jan 7<sup>th</sup> 1794

Proprietors of  
Deerfield vs  
White

May 6 1794

The Proprietors of the common & unincorporated land within the Original  
Limits of the Town of Deerfield viz within the present Town of Deerfield  
Conway Shelburne Greenfield & Gill within the County of Hampshire  
vs Aaron White of Shelburne in said County Yeoman & al  
In a Plea wherein the aforesaid Proprietors demand against the  
said Aaron Aaron a Tract or Parcel of land hereafter described  
lying & being in Shelburne aforesaid & bounded as follows viz begin-  
ning at the Southeast corner of Lot Numbered Fifty Nine in the  
North half of Shelburne aforesaid thence running from said corner  
West two Degrees Thirty Minutes South two Hundred & four Rods to  
Charlmonst Road then joining on said Road South Southwesterly to  
Numbered Seventy Seven in the second Division or South Half of  
Shelburne thence East two Degrees Thirty Minutes North two Hundred  
and two rods to the Northeast corner of said Lot Numbered Twenty  
Seven thence North sixteen Degrees Thirty minutes East ten Rods  
to the first mentioned corner containing twelve Acres & Eight Rods  
bounded North on Lot Numbered Fifty Nine Originally laid out  
to Thomas Wells Esquire in the first Division of land in said Shelburne  
& now owned by Jeremiah Dodge South on Lot numbered Twenty  
Seven originally laid out to William Arms in the second Division  
in said Shelburne now owned by Aaron White. Then the Propri-  
etors shew that West on Charlmonst Road into which the said Aaron  
hath not entry but by disservice by him unjustly & without  
consent committed within twenty years now last past  
& shew that the said Proprietors say that they the said Proprietors  
in twenty years now last past were rightfully seized of  
the said demanded premises with the appurtenances in their  
severance of the same a time of Peace taking the Profits thereof  
to the value of twenty shillings by the year & into which the said  
Aaron unjustly and without judgment entered & there he detaineth  
them the said Proprietors & still unjustly deforces them & holds them  
out therefrom to the damage of the said Proprietors the sum of  
Thirty Pounds. This Cause came on at the last January term  
and continued from thence to the present term the Plaintiff  
by his Counsel shewing that the said Lot was by him lawfully  
purchased & that he is not guilty in manner & form as the  
Proprietors in their Declaration have alleged & shewing that

sum of the County and the Defendant. Whereupon a Jury  
at this Time returned & impanelled as the Statute directs being now  
sworn to try the Issue declare upon their Oath that the Deft is not  
guilty in manner & form as the Plf in their Declaration have  
alleged &c. Wherefore it is considered by the Court that the  
said Baron do reason against said Plf his Costs taxed at  
Five pounds fourteen shillings & four pence & thereof &c  
Leicester Dec: 19. 1795

Stevens vs

Ward & al

Jan'y 20<sup>th</sup> 1794

Martin Stevens of Warwick in the County of Hampshire aforesaid  
vs Samuel Ward of Lancaster in our County of Worcester Gen  
Husman and David Saunders of Nottingham in the County of  
Windham & State of Vermont Gent<sup>rs</sup> Defds. In a Plea of the Case for  
that the said David & Samuel at Northampton aforesaid on the day  
of the purchase of this Writ being justly indebted to the Plf in the Sum  
of One Hundred & Sixty one Pounds one Shilling & seven pence In to  
bailment the Act hereunto annexed then & there in consideration  
thereof promised the Plf to pay him the same Sum on Demand  
And also for that the said Samuel & David then afterwards viz on  
the same Day in consideration thereof that the Plf at their special  
Instance & request before that Time had sold & delivered them divers  
Horses & cattle & done & performed divers services likewise but others  
than those referred to in Act above then & there promised the Plf to  
pay him therefor as much money as the same were reasonably  
worth & he deserved to have & the Plf in fact says that they were  
reasonably worth & he deserved to have a further Sum of one Hun  
dred & Sixty one Pounds one Shilling & seven pence. In yet the  
said Samuel and David tho' often requested the same Sum have  
not paid or either of them but neglects it to the Damage of the  
said Martin two Hundred Pounds. This Case was entered at  
the Court January Term & continued from thence to this Time  
And now the Plf appears by John Barrett Gent<sup>l</sup> his Att<sup>y</sup>  
and the Defds by Philip Morris Esq<sup>r</sup> their Att<sup>y</sup> come & defend &c  
and for Plea say they never promised the Plf in manner & form  
as he in his Writ & Declaration hath alleged & thereof put  
themselves in the Country. And the D<sup>rs</sup> Stevens by his Att<sup>y</sup>  
aforesaid reserving Liberty to waive this Plea join Issue at the  
Supreme Judicial Court & agreeing that one Trial shall be final  
on his part says said Plea is bad & insufficient &c. And the said  
Ward & Saunders by their att<sup>y</sup> aforesaid say their said Plea is good  
amounting to said Rescission &c. Whereupon all being read  
the Premises being seen & by the Court understood It appears to the  
Court that the Plea aforesaid of the D<sup>rs</sup> Ward & Saunders by themselves  
and the matters therein contained is a full & sufficient answer to the  
Declaration of the said Stevens & that the D<sup>r</sup> Stevens by his Att<sup>y</sup>  
aforesaid ought to receive nothing. Therefore it is considered by the  
Court that the said Stevens by his Plea aforesaid do receive nothing  
but that for his groundless claim he be in money &c. And it is further  
considered by the Court that the said Ward & Saunders do recover

against the said Stevens their costs in defending this suit  
taxed at £10. 13. 2 & thereupon.

Whereupon the Petition by J<sup>r</sup> Barnett lastly aforesaid appeals  
from the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton aforesaid on the last Tuesday of April  
next and he recognises with sureties as the Law directs for the  
said Stevens prosecuting the same with effect &c as by S<sup>r</sup> Rogers  
Jone in Filidues appears &c.

Forbes vs  
Smith & Co  
May 11 1794

Daniel Forbes of Greenfield in the County of Hampshire Merchant  
Pl<sup>r</sup> vs Windsor Smith & Charles Smith both of Hadley in S<sup>d</sup> County  
Merchants & Samuel Cook of Hadley a Juror & a man Deft<sup>r</sup> In a  
Plea &c as is set forth in the Declaration on file &c.  
This case was entered at the last May Term & contin'd from term  
to term till this time & now neither Party appearing this  
case is dismissed &c.

Stebbins vs  
Nash  
May 12 1794

Joseph Stebbins of Deerfield in said County of Hampshire Yeoman  
Pl<sup>r</sup> vs Tubal Nash of Greenfield in S<sup>d</sup> County of Hampshire  
Gentleman & sole Survivor of Daniel Nash late of Greenfield  
deceased Gentleman deceased Deft<sup>r</sup> In a Plea of the case &c as is  
set forth in the Declaration on file &c. This case was entered  
at the last May Term at which time the Parties appear &  
agree to refer this case to the Judgment & determination of  
Henry M<sup>r</sup> Lallen & William Billings Esquires & Jonathan Wye  
the determination of them or a major part to be final to be  
returned into this Court & soon after the return & it is considered  
by the Court that they have Day here in Court until the first  
Tuesday in September next & the case was contin'd to this time  
And now neither Party appearing this case is dismissed &c.

Holmes vs  
Wright  
May 18 1794

Anna Holmes of Northampton in the County of Hampshire Yeoman  
Pl<sup>r</sup> vs Oliver Wright of Northampton in S<sup>d</sup> County Yeoman Deft<sup>r</sup>  
In a Plea &c as is set forth in the Declaration on file &c.  
This case was entered at the last May Term at which time  
the Parties appear & agree to refer this action to the Judgment  
and Determination of Solomon Hildard William Billings  
Esq<sup>r</sup> & H<sup>r</sup> Nathaniel Edwards The award of them or any two  
of them to be final to be returned into Court & judgment given  
according to the award in which agreement the S<sup>d</sup> Parties was  
promised the Rule of this Court in this case & the case was  
contin'd from term to term to this time and now at this time  
the Parties appear and the Court continues the action & the Deft<sup>r</sup> ag-  
reeing to appear this case is dismissed &c.

Wright vs  
Hunt  
May 21 1794

Charles Ward Apthorn of the City County of New York Esq<sup>r</sup>  
Pl<sup>r</sup> vs John Hunt of the County of Hampshire Yeoman Deft<sup>r</sup>  
In a Plea &c as is set forth in the Declaration on file &c.  
This case was entered at the last May Term & contin'd from term  
to term till this time & now neither Party appearing this  
case is dismissed &c.

aforesaid to wit part of Lot Number Thirty six in the first Tier of the Grants  
 Lots so called in said Grants beginning sixty four Rods West from the  
 West Line of Belcherdown & extending West from the aforesaid distance  
 of sixty four Rods Ninety two Rods & six feet the whole width of said Lot con-  
 taining twenty nine Acres. Also part of Lot Number Thirty seven  
 in the same Tier of Lots aforesaid beginning twenty nine Rods West from  
 the West Line of Belcherdown aforesaid & extending from the same twenty  
 nine Rods West two Hundred thirty seven Rods & two feet the whole  
 width of said Lot containing seventy Acres. Also part of Lot Number  
 Thirty eight in the same Tier of Lots aforesaid beginning two Thoun-  
 dred & nineteen Rods West from the West Line of Belcherdown aforesaid  
 and extending West from the aforesaid two Hundred & nineteen Rods, one  
 Hundred thirty nine Rods & Ten feet the whole width of said Lot con-  
 taining thirty two Acres & half an Acre. Also the whole of Lot  
 Number forty nine in the aforesaid first Tier of the Grants Lots in 20 Gram  
 by containing One Hundred & thirty two Acres which same several  
 Parcels of Land aforesaid with the appurtenances the Defendant  
 Claim as his Right & Inheritance into which the Defendant  
 hath not entry but by dispossession by him unjustly & without judg-  
 ment committed within twenty seven years now last past and  
 when upon the Demandant's oath he within twenty seven years  
 now last past in a Time of Peace was seized of the demanded Premises  
 with the appurtenances in his Demesne as of Fee & right taking the  
 profits thereof to the value of Twenty shillings by the year & into  
 which the Defendant hath not entry but by the dispossession aforesaid  
 by him unjustly & without judgment committed within the  
 Term of Twenty seven years now last past & whereof the said Ap-  
 thorpe saith that the said Elijah stole dispossession & holds him  
 out therefrom. To the Damage of the said Charles Ward Ap-  
 thorpe the sum of Fifty Pounds &c. This Case was entered at the  
 last May Term & continued from Term to Term to this Time.

And now the Plea appears by Samuel Hinchley Esq. his Attorney  
 and the Defect by Simon Strong Esq. his Attorney Comes & defines  
 the force & injury whereof & for this says however discussed the  
 Defendant Charles Ward in manner & Form as the Plea in his Declaration  
 hath alleged & thereof puts himself on the Country. And the  
 Charles Ward <sup>by his Attorney</sup> reserving Liberty to plead a new Plea at the Su-  
 preme Court says the Plea aforesaid of the Defendant Elijah is an insuffi-  
 cient Answer to the Plea Declaration. And the Defendant <sup>by his Attorney</sup> agreeing  
 to the Defendant's Plea aforesaid is sufficient. Whereupon all & singular the Premises being seen by the Court  
 understood it appears to the Court that the Plea aforesaid of the  
 said Elijah & by him pleaded <sup>in the Declaration</sup> is a full & sufficient answer to the  
 Declaration of the said Charles Ward & that the Defendant by his  
 Plea aforesaid ought to receive nothing thereon it is considered by  
 the Court that the Defendant by his Plea aforesaid doth receive no-  
 thing but that for his own claim & claim in wrong. And it is further considered by the Court that the Defendant  
 recover against the Defendant his costs in defending this Suit  
 taxed at &c.

Whereupon the said Charles by his atty aforesaid appeals from  
the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton on the last Sunday of April  
next & hereinafter with Jurors as the Jurors do for his  
the said Charles prosecuting the same with effect & as by  
Providence on file does appear.

Douglas vs  
Couch

May 70 1794

Thomas James Douglas of Westfield in the County of Hampshire  
Gentleman. Vs Gilbert Couch of Hopkinton in the County of  
Middlesex Gentleman Debt. In a Plea of Trespass the Case  
for that the said Gilbert at Westfield aforesaid on the thirty first  
Day of March in the Year of our Lord one Thousand Seven  
Hundred & Ninety Two by his Note in writing under his hand  
of that date for Value not meaning to Value it promised  
the P<sup>y</sup> to pay him or Order in Demand Thirty Pounds lawful  
Money with Interest till paid &c. Yet the P<sup>y</sup> Gilbert who often  
requested hath never paid the Contents of said Note but unjust  
ly neglected it to the Damage of the P<sup>r</sup> Thomas James Fifty  
Pounds This Case was entered at the last May Term  
at which Time the P<sup>y</sup> appears & the D<sup>t</sup> being three times  
called to come into Court makes default of appearance  
here The Case was then contin<sup>d</sup> for Judgment from Term  
to Term to this Time And now at this Time the P<sup>y</sup> ap  
pears & prays Judgment Wherefore it is considered by the  
Court that the P<sup>r</sup> Thomas James do recover against the  
Gilbert twenty six Pounds fifteen Shillings & six pence  
of lawful Money Damages & Costs of suit taxed at £5. 10. 3  
L<sup>r</sup> Worcester  
Exec<sup>d</sup> in p<sup>d</sup> Aug 23 1795

Douglas vs  
Couch  
May 70 1794

Thomas James Douglas of Westfield in the County of Hampshire  
Gentleman. Vs Gilbert Couch of Hopkinton in the County of  
Middlesex Gentleman Debt. In a Plea that he owes to them three hundred & fifteen  
Pounds & prays which to them he owes & from them unjust  
claims to recover the said sum &c. & prays that at  
a Court to be holden at Northampton on the last Day of April  
next the said Couch in the County of Middlesex at his dwelling there  
in the County of Middlesex on the last Day of February  
next by his Note in writing under his hand of that date  
for Value not meaning to Value it promised the P<sup>y</sup> to pay him or  
Order in Demand three hundred & fifteen Pounds lawful  
Money with Interest till paid &c. Yet the P<sup>y</sup> Gilbert who often  
requested hath never paid the Contents of said Note but unjust  
ly neglected it to the Damage of the P<sup>r</sup> Thomas James  
three hundred & fifteen Pounds lawful Money Damages & Costs of  
suit taxed at £5. 10. 3 L<sup>r</sup> Worcester  
Exec<sup>d</sup> in p<sup>d</sup> Aug 23 1795

ever issued in the said Judgment & the same Judgment remains in full force & Virtue not annulled satisfied or paid where by Action accrued at & Westfield to the said John Hunt & Elijah Trough to the amount & have of the said John Fowler the sum of five pounds as aforesaid amounting in the whole to the sum of the two Pounds fourteen Shillings & seven pence yet the said John Fowler tho' often thereto requested hath never paid but unjustly neglected so to do.

To the Damage of the said Hunt & Trough Five Pounds - This Case was entered at the last May Term & continued to this time and now the Plaintiff & the Defendant being three times called to come into Court make default of appearance where wherefore this considered by the Court that the said Hunt & Trough recover against the said Fowler four Pounds fourteen Shillings & seven pence Debt & Costs of suit taxed at £4.1.11 & the Costs of

Exon' in March 24<sup>th</sup> 1795

James Bradish of Gunnington aforesaid in the County of Hampshire Physician Off. vs. Noah Reed of Gunnington aforesaid Gentleman Deft In a Plea of Trespass on the Case and whereupon the said James complains for this that before as the said Noah at Gunnington aforesaid on the first Day of December last past in Consideration that the said James had then before that time promised the said Noah to pay him as much money as a certain Grist Mill the Land on which the said Mills stands with the Ditch and Dam & all the Tools and Implements thereto belonging owned and possessed by the said Noah in Gunnington aforesaid was worth at the Time of making the promise aforesaid the said Noah promised the said James to make execute and deliver to the said James on Demand a good Deed of Bargain & Sell with warranty conveying the said Land & Mill Ditch Dam Tools & Implements to the said James his Heirs & Assigns forever and the said James avers that confiding in the promise and undertaking aforesaid he has done and performed divers water Labour and Services in and about repairing the said Mill Ditch and Dam & has laid out and expended & does divers large sums of money in repairing the same and that for the work & Labour & Services aforesaid he reasonably desired to have the sum of twenty Pounds and that he has laid out and expended as aforesaid other sum of twenty Pounds and also for that whereas the said Noah at Gunnington aforesaid on the same Day was justly indebted to the Plaintiff other sum of one Hundred Pounds, promised money then before that time by the said Noah to & for the use of the Plaintiff had and received and being so indebted the said Noah then and there in consideration thereof promised on himself and promised the Plaintiff to pay him the same sum on Demand and also for that whereas the said Noah at Gunnington aforesaid on the same Day was justly indebted to the Plaintiff in other sum of sixty pounds & so much money then before that time by the said James for the said Noah and at his special Instance and request does

Bradish vs  
Reed

May 10<sup>th</sup> 1794

paid laid out and expended and being so indebted the said  
Noah Noah then & therein consideration thereof a sum  
on himself and promised the Plaintiff to pay him the same on  
Demand - and also for that whereas the said Noah at  
Cambridge offered on the same Day in Consideration  
that the Plaintiff had then before that Time done and performed  
divers Works Labors and Services for the said Noah that his  
Special Instance appeared in himself and promised the  
Plaintiff to pay him therefor so much money as  
for the same Works Labors and Services at the Time they  
were done and performed he reasonably deserved to have  
and the Plaintiff in fact says that for the same Works Labors  
and Services at the Time they were so done and performed  
he reasonably deserved to have other sum of Fifty Pounds  
and also for that whereas the said Noah at Cambridge  
offered on the same Day was justly indebted to the Plaintiff in  
other sum of Fifty Pounds for two Cows two Sheeps & Curlew  
Thorp there before that Time by the Plaintiff to the said Noah & at his  
Special Instance and against Sale and delivery being so  
indebted the said Noah then and therein consideration  
thereof a sum on himself and promised the Plaintiff to pay  
him the same sum on Demand Yet the said Noah at this  
often requested has never performed his promise upon  
either of them but refuses to do it - To the Damage  
of the said James One Hundred Pounds - This Cause  
was entered at the last May Term and continued from term  
to Term to this Time - and now at this Time the Plaintiff ap  
pears by Jonathan Woodbridge Gent his Attorney and the Defendant  
by said Plaintiff's Attorney comes and appears and opposes  
and says that the Declaration is not good and that the  
same contained an insufficient in law &c & that  
he is not bound by the laws of the land to answer therein  
wherefore he prays Judgment &c And the Defendant  
to said Reservation says his Declaration is sufficient  
for the said Injury &c and for the said says he never  
promised in manner and form as the Plaintiff alleged &c  
but to himself in the County and the Plaintiff likewise  
at this Time being humbled and imprisoned  
as the Statute directs being not sworn to try the said Declaration  
upon their Oaths that the Plaintiff be tried in main  
and Term with the Plaintiff's Declaration both alleged &c &c  
(Damages at Sixty Nine Pounds ten Shillings & eight pence  
whereupon it is ordered by the Court that the said James  
do answer the said Declaration by the said James  
within eight days after the said Declaration shall be read &c

Whereupon the S. Noach by his Att<sup>y</sup> advised appeals from the Judge  
 most of this Court to the next Supreme Judicial Court to be holden  
 at Northampton on the last Tuesday of April next & he re-  
 quires with writs as the Law directs for his the S. Noach's  
 presenting the same with effect &c. as by said Recognizance  
 on file does appear &c.

Arson French of Southwick in the County of Hampshire  
 an My v Roland Parks of Westfield in S County Gentleman  
 Debt In a plea of Trespass on the Case for that whereas the  
 said Roland on the first Day of February in the year of our  
 Lord One thousand seven Hundred & Ninety three at North-  
 ampton a writ of Ex<sup>ce</sup> offered to sell to S. Arson a certain Writ of Ex<sup>ce</sup>  
 in favour of him the said Roland against one John Stiles which  
 same Writ of Ex<sup>ce</sup> was dated the first day of September in the  
 year of our Lord One thousand seven Hundred & Ninety one & due  
 therein the sum of Nineteen Pounds four shillings & two pence  
 Lawful Money & thereupon afterwards to wit on the same first  
 Day of February aforesaid at Northampton aforesaid in Consider-  
 ation that the said Arson at the special Instance & request  
 of the said Roland would buy of him the said Roland the S.  
 Writ of Ex<sup>ce</sup> at & for the same sum of Nineteen Pounds four  
 shillings & two pence Lawful Money to be paid by the said  
 Arson to the said Roland on Demand in the said Roland  
 undertook & then & there promised the S. Arson that the S.  
 Writ of Ex<sup>ce</sup> was good & well worth the Money & that the S.  
 John Stiles had offered and would pay the contents of said Writ  
 of Ex<sup>ce</sup> in real Estate. And the said Arson in fact saith  
 that he confiding in the S. Promise & undertaking of the S. the  
 said so by him made as aforesaid afterwards to wit on the same  
 Day and year aforesaid at Northampton aforesaid at the special  
 Instance & request of the said Roland did buy of the S. Roland  
 the said Writ of Ex<sup>ce</sup> at & for the same price or sum of Nineteen Pounds  
 four shillings & two pence and did then & there pay to the S.  
 Roland the same sum of Nineteen Pounds fourteen shillings  
 and two pence & the S. Roland then and there rec<sup>d</sup> the same  
 yet the said Roland not regarding his said Promise & undertaking  
 so by him made as aforesaid but contriving & fraudulently  
 intending to injure S. Arson in this behalf did not regarding  
 his S. Promise & undertaking so by him made as aforesaid but  
 craftily & subtilly deceive the S. Arson in this that the same  
 Writ of Ex<sup>ce</sup> at the Time of the making of the said Promise &  
 undertaking of the said Roland was not good or worth the mo-  
 ney but on the contrary the said John Stiles whom the said Writ  
 of Ex<sup>ce</sup> was against was poor & a person wholly unable to  
 pay any thing being possessed of no kind of Property whatsoever  
 whereby the same Writ of Ex<sup>ce</sup> hath never been nor is of

French vs  
 Parks

May 102 1794

[illegible]

and being accordingly which agreement of the said parties  
made the Rule of this Court in this case and it is considered by  
the Court that the said parties have duly performed until the  
second Tuesday of January next and the case was continued to this  
time & now at this time the parties appear & the referees  
permeate into Court their award viz. That the said Smith do  
recover against the said Elliott one pound four shillings lawful  
money damages and the costs of this Reference being taxed at two  
pounds lawful money and the costs of Court to be taxed by the Court  
upon the said award being made and accepted it is con-  
sidered by the Court that the said Smith the applicant do recover  
against the said Elliott the sum of one pound  
four shillings of lawful money damages & costs of Suit taxed  
at £ 7. 9. 3 & there of £ 1. 10. 0  
Exord ip & ante 2 1795

Elizabeth Dwight of Springfield in the County of Hampshire. Lathrop & al vs  
Gentleman & Joseph Lathrop of West Springfield in said County. Murphy & al  
Clerk. Mps by Daniel Murphy & Timothy Murphy Yeoman. Sept 2 1794  
both of Springfield in said County. Vtd In a Dec of Covenant  
taken for this that whereas by a certain Indenture made at  
Springfield aforesaid on the twenty seventh Day of December in  
the year of our Lord one thousand seven hundred & seventy four  
between the said Elizabeth & Joseph & one Charles Piper Chapman Phy-  
sician late of Springfield & since deceased whose re Guardians  
to the Children & Heirs of Josiah Dwight Esq late of Springfield  
deceased of the one part & the said Daniel & Timothy of the other  
part whereby the said Charles Elizabeth & Joseph for & in con-  
sideration of the Rents covenants & agreements therein after mention-  
ed demised to the Defds the Farm at Sixtants Cross a place so called  
lying in Springfield containing a dwelling House Barn & about  
seventy acres of Land together with the Grist Mill there all belong-  
ing to said Heirs and Children of Josiah Dwight Esq deceased  
To Have & to Hold said demised Premises to them the said Daniel &  
Timothy their Executors Administrators and Assigns for & during  
the Term of Five years from the date thereof fully to be completed  
and ended they rendering and paying as Rent there for the sum  
of Forty Shillings yearly and at the end of every year during  
said Term and they the said Daniel & Timothy for themselves  
their Heirs Executors Administrators & Assigns did covenant  
promise & engage to and with the said Charles Elizabeth & Joseph  
their Executors Administrators & Assigns by the said Indenture  
to pay them the said of Forty Shillings yearly & at the end of every  
year during said Term & also within the Term of two years from  
the date of said Indenture to put new Sills in said Barn & to  
repair the roof thereof also to Shingle the roof of said dwell-  
ing House & Barn with good new Shingle & build a new dam &  
new running Gears to and for said Grist Mill also to inclose  
ence in the said Mill Pond there with a good sufficient fence

all within the Term of two years the whole of said Work & repairs  
to amount to the Value of Forty Pounds Also to keep & main-  
tain all said demised Premises & the Fences & enclosures thereof  
in good repair during the whole of said Term of Five years  
and at the end of said Term to leave & resign the same up to  
the said Charles Joseph & Elizabeth all in good repair as by said  
Indenture among other things more fully appears by Vir-  
tue of which said Demise the sd Daniel & Timothy entered  
into said demised Premises & were possessed thereof until the  
end & expiration of said Term of Five years thereby granted  
but the said Joseph & Elizabeth further say that the said Daniel  
and Timothy or either of them did not pay or cause to be  
paid unto the said Charles Joseph and Elizabeth or either of  
them in the life time of said Charles the said Rent of Forty  
Shillings yearly and at the end of every Year during said  
Term nor have they or either of them paid the same to the  
said Joseph & Elizabeth or either of them since the death of  
the said Charles & that the same now remains wholly due &  
unpaid and the said Joseph & Elizabeth further in fact say  
that the said Daniel & Timothy or either of them did not  
within two years after the date of said Indenture put new  
sills in said Barn or sufficiently repair the Doors thereof  
nor shingle anew the Roof of the said dwelling House &  
Barn with good new shingles nor build a new Dam or  
recommending Gears to & for said Great Mill nor new  
and Fences in the Saw Mill nor did they with age & sufficient  
or any Fences & that the said Daniel & Timothy did not keep  
and maintain all said demised Premises & the Fences &  
enclosures thereof in good repair during said Term  
which they ought to have done according to the Term  
Effect of their said Covenant in this behalf made &  
they further say that the said Daniel & Timothy did not  
at the end of said Term of Five years leave & resign up  
the said demised Premises to said Charles Joseph & Eliza-  
beth the said Charles being then alive, in good repair  
but that the same were in a ruinous decayed State  
& condition the Buildings thereon wholly incap-  
able to be repaired contrary to the Term & Effect  
of their said Covenant in this behalf made and that the  
said Joseph & Elizabeth say that the said Daniel & Timothy  
that they requested have not kept their said Covenant to  
leave the same in good repair & have hitherto refused  
to keep the same in good repair & the said Elizabeth  
whereby she has lost the sum of Forty Pounds & the said Charles  
has lost the sum of Forty Pounds & the said Daniel & Timothy  
have lost the sum of Forty Pounds & the said Daniel & Timothy  
are now at this time the only persons who are  
called to come into Court to defend themselves in this  
cause & the said Charles Joseph & Elizabeth are now at this

by the Court that the said Joseph & Elizabeth do recover agt  
the said Daniel & Timothy Sixty Pounds three shillings & nine  
pence of Lawful Money Damages & Costs of Suit taxed at £2-12-5  
& thereof &c

Exon'd Jan'y 23<sup>rd</sup> 1795

56

Daniel Sec of German Flats in the County of Berkshire in the State  
of New York Yeoman &c vs David Fowler Jun of Southwick in  
said County Gentleman Deft In a Plea the Case for that whereas  
one John Wilcox on the Third Day of May in the year of our Lord  
One Thousand seven Hundred & Eighty seven at Southwick before  
by his promissory Note in writing under his hand of that date  
for value rec promised said David to pay him or Order the  
sum of twenty one Pounds four shillings in Lawful Silver Mo-  
ney within three years from the date thereof with the Interest till  
paid and afterwards to wit on the first day of May in the year  
of our Lord one Thousand seven Hundred and Ninety at South-  
wick the said David by his endorsement on the same Note with  
his proper hand subscribed a for said the same Note to the said  
Daniel & endorsed the contents thereof to be paid to the said Daniel  
for value rec & then & there ~~for~~ delivered the same Note to Dan-  
iel to endorse as aforesaid And the said Daniel with that in  
fact on the Third day of the same May last aforesaid at said  
Southwick he showed the said John Wilcox the said Note with  
the said endorsement thereon & required the said John to  
pay him the Contents of said Note according to the Tenour  
 thereof & the Indorsement thereon but that he the said John  
then & there refused to pay the same to said Daniel of which  
the said David on the same Third Day of May at Southwick  
had notice by reason whereof the said David became liable to  
pay the sum due & payable on & to the said Daniel & be-  
ing so liable he the said David afterwards on the same day  
& year last above mentioned in consideration thereof un-  
derlooked & then & there faithfully promised said Daniel to  
pay him the sum of money contained in & due on & to  
when he should be afterwards required & also for that the  
said David at Northampton aforesaid on first Day of August  
Nine Pounds lawful money for money he the said David be-  
fore that time had had & been to the use of the said Daniel & being  
so indebted he the said David Fowler in consideration thereof  
afterwards to wit on the Day & year last aforesaid at Northampton  
promised said Daniel to pay him the same when ever after  
there to required. Yet the said David this often there to requested  
has never paid the same or in any way performed either of  
his promises aforesaid but hitherto has & still does unjustly  
neglect & refuse so to do. To the Damage of the said Daniel  
the Forty Pounds & This Case was entered at the last Septem-  
Term & contin'd from Term to Term to this Time & now the  
2<sup>d</sup> of 3 years by John Hooker Esq his Atty & the Deft by Joseph Lyman Esq

Dec. 11

Fowler

Sept 5 1794

his Ally comes and defends the force & injury when he & his Plea  
says he never promised in manner and Term as the Dy in  
his Declaration against him hath alleged & thereof puts  
himself in the Country & the Dy likewise. Whereupon  
a Jury returned & impannelled as the Statute directs  
being now sworn to try the Issue declared upon their Oaths  
that the Dy promised & paid a high & damages at £25. 72.  
Wherefore it is considered by the Court that the Dy will recover  
of the David twenty five Pounds twelve shillings of lawful  
money damages & costs of suit taxed at £10. 14. 11 & this  
Whereupon the Dy David by his Ally assigned appeals from  
the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton on the last Tuesday of April  
next & he recognises with sureties as the Law directs for  
the Dy David prosecuting the same with effect as by his  
Recognizance on File does appear &c.

Traver 17  
1714  
Sept 15 1714

John Traver Dun of Southwick in the County of Hampshire  
Yeoman Dy 17 Traver 1714 of Southwick a free Husbandman  
Dy 17 In a Plea &c as is set forth in the Declaration on File  
&c This Case was entered at the last Sept Term & continued  
from Term to Term to this Time & now at this Time neither  
Party appearing this Case is dismissed &c.

Traver 17  
1714  
Sept 15 1714

Benajah Throft of Weyfield in the County of Hartford &  
State of Connecticut Traver Dy 17 Abial Stiles of Granville  
Gentleman alias trader alias yeoman & Joseph Dickinson  
of the same Granville Gentlemen & trader alias yeoman Dy 17  
In a Plea of the Case for this that whereas the said Abial  
and Joseph as said Suffice to wit at Weyfield aforesaid on  
the first day of November in the year of our Lord Seventeen  
Hundred & thirty three by their promissory Note in writing  
of that date for value then rec'd jointly & severally promised  
the said Benajah to pay to him the sum of Eight Pounds  
five shillings lawful money by the first day of March then  
next with the lawful Interest till paid yet the said Abial  
and Joseph their said promise not performing have never  
discharged the same they nor neither of them though  
lawfully required but unjustly neglect & refuse to do it  
to the damage of the said Benajah Ten pounds This Case  
was entered at the last Sept Term at which time the Dy  
appeared & the Defendant their heirs & assigns called to come into  
Court make Default of appearance here & thereupon the Case  
was continued from Term to Term to this Time &  
now at this Time the Dy appears and prays Judgment.

is considered by the Court that the said Kenajah do recover  
of the said Miles Dickinson eight Pounds Twinty Shillings  
and one penny of Lawful money Damages & Costs of Suit  
taxed at £3.14.9 & thereof &c. Exon ip March 15 1795

57

James Warner of Wilbraham in the County of Hampshire  
Indebted Pl<sup>y</sup> vs Earl Evelyn Gentleman & William Harris  
Yeoman both of Springfield in S County & Philo Fowler of  
Ludlow in said County Yeoman Deft In a Plea of  
Trespas for that the said Earl William & Philo at St Wilbraham on  
the Eighth Day of July last past with force and arms the door  
of the Pl<sup>y</sup> lying in St Wilbraham being the Pl<sup>y</sup> dwelling, burst  
break & enterd five Quart Pitchers of the Value of Nine Shillings  
two Quart Mugs of the value of Six Shillings, three Quart  
Junkets of the value of Nine Shillings, did break & destroy with  
like force and arms one feather Bed of the Pl<sup>y</sup> with the bed  
ding did foul rent and destroy and with like force & arms  
did then & there the Walls plastering & floors of the said dwel-  
ling House break down bruise and destroy and other  
wrongs & injuries to the Pl<sup>y</sup> the said Earl William & Philo  
tho<sup>se</sup> there did contrary to Law against the Peace of the  
Commonwealth & to the Damage of the Pl<sup>y</sup> twenty  
Pounds This case was entered at the last Sept Term  
and continued from Term to Term to this Time And  
now at this Time the Pl<sup>y</sup> appears by William Ely Gent  
his Atty & the said William Harris and Philo Fowler  
being three Times called to come into Court make Default  
of appearance here & the P Earl Evelyn appears by George  
Blissdun Esq<sup>r</sup> his Atty comes & defend the proc in jury  
when Geo<sup>r</sup> Blissdun Esq<sup>r</sup> Plea says he is not guilty in manner and  
form as the Pl<sup>y</sup> in his Declaration has alleged & thereof  
holds himself in the Country & and the Pl<sup>y</sup> is sworn  
Whereupon a Jury returned summoned as the Statute  
directs being now sworn to try the issue do declare upon  
their Oath that they find the Deft are guilty & give  
Damages at 11

Warner vs  
Evelyn & al  
Sept 32 1794

Wherefore it is considered by the Court that the said Warner  
do recover against the said Earl William & Philo one Shil-  
ling of Lawful money Damages & Costs of Suit taxed at  
£3.15.5 & thereof &c. Exon ip July 23 1795

Ann Boies of Blanford in the County of Hampshire  
Widow Pl<sup>y</sup> vs Archibald Black of Blanford Esq<sup>r</sup> Yeoman  
Deft In a Plea of Trespas on the part that the said  
Archibald at St Blanford on the twenty ninth Day of June

Ann Boies vs  
Black  
Sept 53 1794

in the year of our Lord Seventeen Hundred & Eighty six by his  
 Note in Writing under his Hand by him subscribed of that  
 Date for Value received promise to pay there Order the  
 sum of Nine Pounds Nine Shillings Lawful Money on Demand  
 with Interest up till paid Yet to Archibald M<sup>o</sup> after thereto  
 requested hath not performed his said Promise but neglects  
 it to the Damage of the said two Party Friends.  
 This Case was entered at the last Sept Term & for at which  
 Time the Dy appears & the Dydt being three Times called  
 to come into Court makes Default of appearance here  
 & the Case was then contin<sup>d</sup> from Term to Term to this  
 Time now at this Time the Dy appears & prays Judgment  
 wherefor it is concluded by the Court that the said Ann do  
 recover against the said Archibald Fourteen Pounds &  
 Nine Shillings of Lawful Money Damages & Costs of Suit  
 taxed at L<sup>2</sup> 10s 1d & there of & Ext<sup>d</sup> in Jan<sup>y</sup> 22<sup>d</sup> 1795

Sizer vs  
 Fowler & al  
 Sept 3<sup>d</sup> 1794  
 William Sizer of Chester in the County of Hampshire Deputy  
 Sheriff vs David Fowler Jun<sup>r</sup> Gent<sup>l</sup> & Gordon Campbell  
 yeoman both of Southampton in s<sup>d</sup> County In a Plea of Trespass  
 as set forth in the Declaration on File &c This Case was  
 entered at the last Sept Term and contin<sup>d</sup> from Term  
 to Term to this Time and now at this Time neither Party  
 appearing this Case is dismissed &c

John Rogers  
 & al vs  
 Charles  
 Sept 19 1794  
 John Rogers Nicholas Rogers & Gilbert Rappinall all of  
 New York in the County of New York & State of New York  
 vs Charles Rappinall Esq<sup>r</sup> is Chamberlain of the County of  
 Hampshire of order Dydt In a Plea of Breach of  
 Contract to wit that whereas the said Rogers at New York  
 agreed to wit at said Charles Rappinall on the sixteenth Day of  
 October in the Year of our Lord Seventeen Hundred & Eighty  
 four by his agreement in writing under his Hand & Seal  
 of that date ready in Court to be produced for Value of  
 said Rappinall to himself & Gilbert received promise of the  
 said Rogers & Gilbert by the name of Rogers & Rappinall  
 to pay the sum of Five Hundred & Forty eight Pounds  
 fifteen Shillings Lawful Money on Demand by the Day  
 after the Date of said agreement & the said Rappinall  
 did deliver to the said Rogers & Gilbert the sum of  
 which he ought to have done according to the said Contract  
 but he has not paid the same to the said Rogers & Gilbert

To the Damage of the Fitch Nehemiah & Gilbert the sum of One Hundred & Ninety Nine Pounds This Case was entered at the last Sept<sup>r</sup> Term & Contin<sup>d</sup> from Term to Term to this Time And now at this Time the Pl<sup>y</sup> appears & the Def<sup>t</sup> being three Times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the Fitch Nehemiah & Gilbert do recover against the said Ebenezer One Hundred eighty six Pounds Nine Shillings & five pence of Lawful money Damages & Costs of Suit taxed at £3.1.9 & there of &c

Exon<sup>d</sup> ip Jan<sup>y</sup> 22<sup>d</sup> 1795

Fitch Rogers Nehemiah Rogers and Gilbert Aspinwall all of New York in the County of New York & State New York Merchants Pl<sup>y</sup> vs Ebenezer Montague of Charlemont in the County of Hampshire there in the Trade Def<sup>t</sup> In a Plea of the Case for that said Ebenezer at said Charlemont on the twenty fourth day of August in the Year of our Lord seventeen Hundred & Ninety three In consideration where said Fitch Nehemiah and Gilbert had then before that time sold and delivered divers goods Wares and Merchandises to him the said Ebenezer at his request undertook & to said Fitch Nehemiah & Gilbert then and there promised to pay them there for as much money as the said Goods Wares and Merchandises were reasonably worth at the Time of the sale and delivery thereof when he should there to be requested and said Fitch Nehemiah and Gilbert aver that said Goods Wares and Merchandises were reasonably worth the sum of twenty six Pounds twelve shillings and one penny Lawful money at the Time of the sale and delivery thereof of which said Eben<sup>r</sup> had then Notice & yet the said Ebenezer the often requested hath never paid said sum nor performed his promise To the Damage of the said Fitch Nehemiah & Gilbert One Hundred Pounds This Case was entered at the last September Term and Contin<sup>d</sup> from Term to Term till this Time And now at this Time the Pl<sup>y</sup> appears & the Def<sup>t</sup> being three Times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the said Fitch Nehemiah and Gilbert do recover against the said Ebenezer twenty six Pounds four shillings three farthings of Lawful money Damages and Costs of Suit taxed at £3.1.9 & there of &c

Exon<sup>d</sup> ip Jan<sup>y</sup> 22<sup>d</sup> 1795

John Fowler of Southwick in the County of Hampshire gentleman Pl<sup>y</sup> vs Stephen Sexton of Southwick in the County of Hampshire a common Def<sup>t</sup> In a Plea of Trespass on the Case for that the said Stephen at Southwick on the day of the purchase of this Writ being justly indebted to the Pl<sup>y</sup> in the sum of fifteen Pounds Lawful money for the sum of Money there before that Time had and received to the use of the Pl<sup>y</sup> & being so indebted in consideration thereof a sum

Rogers & al  
Montague  
Sept<sup>r</sup> 7<sup>o</sup> 1794

Fowler vs  
Sexton  
Sept<sup>r</sup> 8<sup>o</sup> 1794

upon himself & to the Plaintiff and there faithfully promised to  
pay him the same sum of Fifteen Pounds on Demand Yet the  
said Stephen tho' often requested hath never performed his  
promise or any part thereof but unjustly neglects it  
To the Damage of the said Elias Fowler twenty Pounds This  
Case was entered at the last Sept Term & continued from  
term to term to this time and now at this time neither  
Party appearing this Case is dismissed &

Mons Rogers & Co  
vs  
Dwight

Norris Rogers and William Walton Wardens of the City of New  
York in the State of New York Pls vs Josiah Dwight of Williams  
burgh in the County of Hampshire Yeoman Defendant in a plea  
of Cessant on the Case for that the said Josiah at New York to  
wit at Northampton aforesaid on the Thirtieth day of May  
in the year of our Lord seventeen hundred and Eighty Nine  
by his Note under hand & Seal of that date for value recd  
promised the Pls to pay them or Order Forty two pounds  
thirteen shillings in specie meaning the currency of  
the State of New York equal to the sum of Thirty two pounds  
four shillings & three pence of the currency of the Com  
monwealth aforesaid in six months from the date of said  
Note Also for that the said Dwight at N. New York to wit  
at Williamsburgh aforesaid on the twenty third day of Sep  
in the year of our Lord seventeen hundred & Ninety by his  
other Note under hand and Seal of that date for value recd  
promised the Pls to pay them Thirty four pounds four shil  
lings & six pence of the currency of New York aforesaid  
equal to twenty five pounds thirteen shillings & four  
pence half penny of the currency of the Commonwealth  
aforesaid in six months from the date of said Note meaning  
to pay Interest on the same after six months Also for  
that the said Dwight at New York to wit at Williams  
burgh aforesaid on the Ninth Day of December in the  
Year of our Lord seventeen hundred and Ninety by his  
other Note under hand and Seal of that Date for value  
recd promised the Pls to pay them Thirty six pounds  
thirteen shillings & six pence in six months from the date  
of said Note meaning thirty six pounds thirteen shillings & six  
pence of the currency of the State of New York aforesaid equal  
to twenty seven pounds seven shillings & three farthings  
of the currency of the Commonwealth aforesaid Yet the  
Dwight in various regards his promise aforesaid hath not  
done as he hath requested suit either of the Contents of  
either of said Notes but unjustly neglects it To the Damage  
of the said Rogers & Walton twenty Pounds This Case was entered at the last Sept Term & contin

from Term to Term to this Time and now at this Time the Plff  
appears the Deft<sup>r</sup> being three Times called to come into Court  
makes Default of appearance here Whereupon it is con-  
sidered by the Court that the said Moses & William do recover  
against the said Josiah Dwight Seventy Pounds eight shillings  
and Eleven pence of Lawful money Damages and Costs of Suit  
taxed at £2.17.7 & there of &c

Executed in June 26<sup>th</sup> 1795

Abner Merryfield of New Town in the County of Windham & State of  
Vermont Trader Plff vs Joseph Tinkham of Rutland in the County  
of Worcester Trader Deft<sup>r</sup> In a plea of the Case for that the said Tink-  
ham at a place called Brattleborough viz at said Northampton on  
the eighth Day of July by his Note under his Hand of that Date for  
Value rec<sup>d</sup> promised the Plff to pay him or Order Thirty pounds  
and in three Weeks or bring meaning to procure and deliver to  
the said Merryfield a Note from Joseph Balam of Rutland  
in full of all acc<sup>t</sup> meaning in full of all acc<sup>t</sup> that said Balam had  
against the said Merryfield & the Plff avers that the said three Weeks  
long since elapsed & that he was ready to receive said Receipt in  
manner aforesaid yet the said Joseph altho requested the same  
Receipt had not procured & brought to the Plff for the same & the  
Interest paid but neglected it & so the Damage of the said Mer-  
ryfield Forty Pounds. This Case was entered at the last Sept  
Term and continued from Term to Term to this Time & now at  
this Time the Plff appears and the Deft<sup>r</sup> being three Times  
called to come in to Court makes Default of appearance  
here Whereupon it is considered by the Court that the said  
Merryfield do recover against the said Tinkham Thirty Pounds  
Sixteen shillings & Six pence of Lawful money Damages  
and Costs of Suit taxed at £3.13.1 & there of &c

Executed in May 20<sup>th</sup> 1795

Merryfield vs  
Tinkham  
Sept 137 1794

Job Goodell of Gill in the County of Hampshire Yeoman Plff vs  
Nathaniel Collins & Sons of Northampton in the County of Miller &  
Oliver Gould of Barnardston in the County of Husbandman. Deft<sup>r</sup>  
In a Plea of the Case for that the said Jacobs by the name & addition  
of Nathaniel C. Jacobs & the said Gould at Greenfield in the County  
of Hampshire on the twenty fifth Day of June in the year of our  
Lord Seventeen Hundred & Ninety one by their mutual consent  
in writing by them subscribed of that date acknowledged that  
they had rec<sup>d</sup> of the Plff a brownish red coloured new watch Case  
with a white face & the said Jacobs & Gould by their said Memo-  
randum therein & there promised the Plff to return him at Sam<sup>l</sup>  
Stoughtons at said Greenfield the same Case in the same State in  
which they received her & a three year old Silver & Silver worth  
three Pounds in specie meaning Lawful money at the expi-  
ration of three Years from the date of the Memorandum un-  
less the said Case be killed by Lightning or die by inevitable  
Sickness in which Case the said three Years old only to be returned

Goodell vs  
Jacobs & c  
Sept 138 1794



the said Judgment of the said Court that they appear before me  
Justice of our said Court of Common Pleas next to be holden at Northamp-  
ton on the first Tuesday of September next thence there to show cause  
if any they have wherefore the said Benjamin Bunip sought  
not to have his Exec<sup>n</sup> against them for the Debt & damages & costs  
of said & further to demand receive that which our said Court shall then  
consider. And have you there this writ with your doings thereon. At Wells  
Eleazar Porter J<sup>st</sup> at Northampton this eleventh Day of August in  
the year of our Lord one thousand seven hundred & thirty four.  
This case was entered at the last 4<sup>th</sup> Term and continued from Term  
to Term to this Time and now the Pl<sup>y</sup> appears by W<sup>m</sup> Chapman  
Gent<sup>l</sup> his Atty<sup>y</sup> and the Def<sup>t</sup> by W<sup>m</sup> Cavell Gent<sup>l</sup> their Atty<sup>y</sup>  
comes & defends the wrong & injury when & & reversing & thereby  
to plead anew at the Supreme Court says the Pl<sup>y</sup> Declaration  
and matters therein contained are insufficient in Law & merit  
proper Judgment And the Pl<sup>y</sup> <sup>by his Atty<sup>y</sup></sup> consenting to the above recogni-  
tation says that the Declaration is good & sufficient & therefore  
he prays Judgment for his Damages & Costs. And the said Hall  
& Taylor by their said Atty<sup>y</sup> say it is good. Whereupon all &  
singular the Premises being seen and by the Court understood  
It appears to the Court that the Plea of the said Bunip &  
by him pleaded and the matters therein contained is good &  
sufficient in Law and it is further considered by the Court  
that the said Bunip do recover against the said Hall & Taylor  
Forty Nine pounds Nineteen Shillings and two pence of  
Lawful Money Damages and Costs of suit and £4. 6s.  
Whereupon the said Hall and Taylor by their Atty<sup>y</sup> appear  
from the Judgment of this Court to the Supreme Judicial  
Court next to be holden at Northampton on the last Tuesday  
of April next and he recognies with sureties as the Law  
directs for the Pl<sup>y</sup> <sup>Hall & Taylor</sup> preventing the same with the effect & as by  
said Recognizance on file does appear &

Joseph Stubbins of Eversfield in the County of Hampshire  
Yoman Pl<sup>y</sup> vs Edwardus Allen of Leyden in sd County Yoman  
Def<sup>t</sup> In a Plea of the Case for that whereas the said Edwardus  
was at Greensfield upon the day of the purchase of this writ  
was justly indebted to the said Joseph in the sum of Ten shillings  
Pounds for divers goods Wares and Merchandises according to  
the schedule annexed by the Pl<sup>y</sup> to the writ at his special re-  
quest there before that Time acknowledged  
and being so indebted he the said Edwardus there afterwards  
on the same day in consideration thereof promised the  
Pl<sup>y</sup> to pay him the same sum upon demand yet he hath re-  
verpaid the same tho' requested but in default of the Damage  
of the said Joseph the sum of twenty Pounds. This case was en-  
tered at the last Sept Term and continued from Term to Term to this  
Time & now at this Time the Pl<sup>y</sup> appears & the Def<sup>t</sup> being three times  
called to come into Court makes Default of appearance hereon

Stubbins vs Allen  
Sept 15<sup>th</sup> 1774

Who then it is considered by the Court that the said Joseph do  
recover against those Edward Ten Pounds of Lawful Money  
(Damages and Costs of Suit taxed at £3.3.0 & thereof &c)

Excein' of Jan'y 22<sup>d</sup> 1795

Sept 17

Goodrich

Sept 15<sup>th</sup> 1794

John Lyon of Greenfield in the County of Hampshire Yeoman Pl  
vs George Goodrich of Gile in s<sup>c</sup> County Yeoman Deftt In a Plea  
Case for that whereas the said Declaration in File &c This Case was  
entered at the last Sept<sup>r</sup> Term and continued from Term to Term  
to this Time and now neither party appearing this Case  
is dismissed &c

Wood vs  
Alford

Sept 15<sup>th</sup> 1794

Francis Wood of Greenfield in the County of Hampshire Yeoman  
Pl vs Elijah Alford of Greenfield a yeoman Deftt In a Plea  
of the Case for that whereas the said Elijah at Greenfield upon  
the Day of the purchase of this Writ was justly indebted to  
the said Francis in the sum of eight Pounds fourteen Shillings  
and four pence for divers goods Wares Merchandise &c &c  
according to the Invoice annexed and to balance the same by  
the Pl to the D<sup>r</sup> Elijah at his special Instance and request  
there before that Time sold and delivered and being so indebted  
to the said Elijah there afterwards on the same Day in Consi-  
deration thereof promised the Pl to pay him the same upon  
Demand yet he hath never paid the same the requested but  
neglects it &c the Damage of the D<sup>r</sup> Francis Ten Pounds &c  
This Case was entered at the last Sept<sup>r</sup> Term & continued from  
Term to Term to this Time and now at this Time the Pl ap-  
pears and the Deft<sup>r</sup> being three Times called in Court make  
default of appearance here Wherefore it is considered by the  
Court that the said Wood do recover ag<sup>t</sup> the said Goodrich Eight  
Pounds fourteen Shillings and four pence of Lawful Money  
(Damages and Costs of Suit taxed at £3.1.1 & thereof &c)

Excein' of Jan'y 22<sup>d</sup> 1795

Barrett vs

Gary

Sept 15<sup>th</sup> 1794

John Barrett of Northfield in the County of Hampshire Gen  
Pl vs Seth Gary of Gile in s<sup>c</sup> County Yeoman Deftt In a Plea of the  
Case for that whereas the said Seth at Greenfield upon the  
twenty fourth Day of July in the year of our Lord seventeen  
hundred and ninety in Consideration that the Pl did then  
&c the Pl permit the said Seth to use occupy and enjoy eighty ac-  
res of land then lying in Greenfield upon being let &c &c in the  
Land East of Green River and North of Chapin's premises &c  
he would pay and deliver to the said Seth at his special Instance  
in &c &c to be paid by the first day of February which he  
in the year of our Lord seventeen hundred and ninety two  
Seth part part of the Grain which should be raised in twelve  
acres of the same land which the said Seth had there before that Time  
in the first day of April then last part ploughed with plow  
sown of the said Seth for the purpose of raising Wheat or Rye  
Barrett given that the said Seth did there afterwards the same year

gave a certain quantity of wheat on the same land viz One Hundred and Eighty Bushels and that one sixth part thereof amounted to Thirty Bushels of the value of six shillings each Bushel & that he hath been ever ready at Northfield aforesaid to receive the said sixth part thereof & thereon the aforesaid first day of July demanded the same yet the said tith hath never paid the same the requested recting it to the Damage of the said John fifteen Pounds - This Case was entered at the last Sept Term and contin'd from Term to Term to this Time And now at this Time the Pl<sup>y</sup> appears by W<sup>m</sup> Coleman gent<sup>r</sup> his atty and the Def<sup>t</sup> by one Leavelle his atty comes and defends the private injury when he & reserving liberty to plead a new at the Supreme Court and consenting that there shall be no record by the Pl<sup>y</sup> Declaration & matters therein contained are insufficient in Law &c And the Pl<sup>y</sup> by said atty consenting to the above reservation & says the Declaration is sufficient & prays Judgment &c Whereupon all and sundry the Premier having been and by the Court understood it appears to the Court that the Declaration aforesaid of the said John and by him pleaded and the matters therein contained are good and sufficient in Law &c And it is further considered by the Court that the P. John by his Plea aforesaid do move against the said tith nine Pounds of Lawful money Damages & costs of suit taxed at 4

Whereupon the said tith by his atty aforesaid appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton on the last Tuesday April next and he recognises with Sureties as the Law directs for the said tith's prosecuting the same with effect &c as by said Recognizance on file does appear &c

Titus Goodman of South Hadley in the County of Hampshire gent<sup>r</sup> Pl<sup>y</sup> vs Benjamin Kimball of Harvard in the County of Worcester Esq<sup>r</sup> Def<sup>t</sup> In a Plea &c as is set forth in the Declaration on file &c This Case was entered at the last Sept Term and contin'd from Term to Term to this Time and now neither Party appearing this Case is dismissed &c

Goodman vs  
Kimball  
Sept 15<sup>th</sup> 1794

James Wallau of Colerain in the County of Hampshire Yeoman Pl<sup>y</sup> vs Thomas Bell of Colerain aforesaid Gentleman Def<sup>t</sup> In a Plea of the Case for that whereas the Thomas at Colerain aforesaid on the twentieth Day of March in the Year of our Lord Seventeen Hundred and Eighty Nine by his W<sup>te</sup> under his Hand of that date signed Thomas Bell Esq<sup>r</sup> for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order the Sum of Ten Pounds one Shilling and four pence Lawful money on Demand with Interest yet he hath never paid the same the requested but recting it to the Damage of the said James twenty Pounds - This Case was entered at the last Sept Term and contin'd from Term to Term to this Time and now the Pl<sup>y</sup> appears and the Def<sup>t</sup> being three Times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the said James do recover against the said Thomas 13. 11. 10 Lawful m<sup>y</sup> Dam<sup>s</sup> & costs of suit taxed at 13. 11. 11 & there of &c

Wallau vs  
Bell  
Sept 17<sup>th</sup> 1794

Exce<sup>p</sup>  
Sept 21<sup>st</sup>  
1795

Peter & al<sup>vs</sup>  
Fairbanks, Ap<sup>pe</sup>  
Sep 10<sup>th</sup> 1774

Francis Peter of Colrain in the County of Hampshire & Prineilla  
his Wife Ap<sup>pe</sup> 25 - Moses Fairbanks Jun of Colrain a free Yeoman  
Ap<sup>pe</sup> In a Plea of Sup<sup>er</sup> for that the said Moses at Greenfield  
ap<sup>pe</sup> on the twenty fifth day of August in the year of our Lord one  
Thousand seven Hundred and thirty three with force & arms an  
a fault upon the body of the said Prineilla then being in the Peace  
did make and her the said Prineilla did then & there grievously  
wound in her right hand with a penknife which the said Moses  
then & there held whereby she hath in a great measure lost the use  
of her said right hand and other wrongs the said Moses then  
and there did against the peace & to the Damage of the said  
Francis & Prineilla as they say the sum of four pounds This Cause  
was entered at the last Sept Term & continued from Term to Term  
to this time and now the App<sup>ar</sup> appear by William Coleman  
Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>nd</sup> by John Lawitt Thindt & Jones  
and defend the free and Injury when & for Marriage he is  
not guilty in manner and form as the P<sup>ty</sup> in his Declaration  
hath alledged & there up<sup>on</sup> puts himself on the Country  
& the P<sup>ty</sup> likewise. Whereupon a Jury returned & impanelled  
as the Statute directs being now sworn to try the Cause  
doe upon their Oath that the Defendant is guilty & a fine  
at £4.0.0 - Whereupon it is considered by the Court that the  
said Francis & Prineilla do recover against the said Moses Ten  
Pounds of lawful money Damages & Costs of Suit taxed at  
£9.0.0 & there of &c. Dec<sup>r</sup> in Ch<sup>anc</sup> Jan<sup>y</sup> 22<sup>d</sup> 1775

Shellogg vs  
Hibbard  
Nov<sup>r</sup> 1774

Samuel Shellogg of Wethersfield in the County of Hartford &  
State of Connecticut Gent<sup>l</sup> P<sup>ty</sup> vs Benj<sup>am</sup> Hibbard of Shelburne  
aforesaid Trader Def<sup>nd</sup> In a plea of the Case for that whereas the  
said Benjamin at New York viz at Greenfield aforesaid on the  
fourteenth Day of November in the Year of our Lord one Thousand  
seven Hundred and thirty three by his Note under his hand  
that date for value received promised the P<sup>ty</sup> to pay him or Order the  
sum of twenty six pounds eleven shillings & pence meaning lawful money by the 1<sup>st</sup> meaning the first  
of April then next with Interest till paid Yet he hath not  
paid the same nor often requested but neglected it. To the  
Damage of the said Samuel sixteen Pounds This Cause  
entered at the last Nov Term and at which time the P<sup>ty</sup> &  
the Def<sup>nd</sup> being three Times called to come into Court  
make their Plea & appearance here the Cause was then continued  
to this time and now the P<sup>ty</sup> appears & prays Judgment  
& therefore it is considered by the Court that the said Samuel do recover  
against the said Benj<sup>am</sup> the sum of sixteen Pounds of lawful  
money and Costs of Suit taxed at £3.3.0 & there of &c. Dec<sup>r</sup> in Ch<sup>anc</sup> Jan<sup>y</sup> 22<sup>d</sup> 1775

Joseph Hoar of said Brimfield in the County of Hampshire Gent<sup>l</sup>  
 vs  
 Joel Russell late of Brimfield aforesaid Labourer Deft<sup>d</sup> In a Plea  
 of Covenant broken for this to wit that whereas the said Joel by the  
 name of Joel Russell of Brimfield in the County aforesaid & of Hampshire  
 and Commonwealth of Massachusetts Labourer on the twenty fifth  
 Day of Feby in the year of our Lord one thousand seven hundred & thirty  
 three at Brimfield aforesaid by his Deed of that date in Court to be pro  
 duced in consideration of the sum of twenty Pounds current money  
 of the Commonwealth aforesaid to him by the said Joseph paid has  
 gained and sold to him the said Joseph a certain Tract or parcel of  
 land lying in Brimfield aforesaid containing four hundred & 8  
 bounded as follows to wit beginning at the South west Corner of  
 Richard Bishop's Land thence running forty two Rods East 90  
 South thence running forty Rods South 42 West thence running  
 West so many rods as will contain four hundred and thence to the first  
 mentioned Corner to hold to the said Joseph his Heirs and Assigns  
 & the said Joel by the same Deed covenanted to & with the said Joseph  
 that before & until the executing the same Deed he the said Joel was  
 the true sole proper and lawful Owner & possessor of the before granted  
 Premises with the appurtenances and had in himself good right  
 and lawful authority to sell and convey the same in manner as  
 aforesaid and that the same Lands were free of all Incumbrances  
 and did warrant to secure and defend the said Joseph his Heirs  
 and Assigns against the lawful Claims and Demands of any  
 person or persons whatsoever Now the said Joseph in fact says that  
 the said Joel at the time of the inscaling of the Deed aforesaid was not  
 the true proper and lawful Owner and possessor of the before granted  
 Premises nor had he good right or lawful authority to sell &  
 convey the same in manner aforesaid nor were the same Lands  
 free of all Incumbrances according to the said Joel's Covenant  
 aforesaid and so the said Joel has broken his Covenant aforesaid  
 To the Damage of the said Joseph twenty Pounds - This Case  
 was entered at the last New Term & contin'd to this Time & now  
 the said Joseph appears & the Deft<sup>d</sup> being the third Time called to come  
 into Court makes default of appearance here Whereupon  
 it is considered by the Court that the said Joseph do recover a  
 gainst the said Joel Five Pounds of lawful money Damages &  
 Costs of suit taxed at £ 2.5.1 & there of &c

Exe<sup>c</sup>ut<sup>d</sup> of Court 22<sup>nd</sup> 1795

Isaac Harwood of New Salem in the County of Hampshire Harwood vs  
 Yeoman vs Joseph Perry of New Salem aforesaid Yeoman Deft<sup>d</sup> Perry  
 In a Plea of Trespass for that the said Joseph on the twenty second  
 Day of October Instant with force and Arms broke & entered  
 the Close of the P<sup>l</sup> in New Salem aforesaid containing about sixty  
 Acres to the same more or less butted and bounded as follows  
 viz Westerly on Land of Ebenezer Holton Southerly on Land of  
 Simon Cannon Northerly on Land of Jacob Smith Easterly on Land

62  
 Hoar vs  
 Russell  
 Nov<sup>r</sup> 9-1794

Harwood vs  
 Perry  
 Nov<sup>r</sup> 16 1794

belonging to the Heirs of John Oakie & ~~leeds~~ took and drove  
 away one Cow of the P<sup>y</sup> then and there found of the Value of  
 Six Pounds lawful money and the same Cow thereafter on the  
 Day of the purchase of this writ converted to his own use and  
 benefit and other wrongs to the P<sup>r</sup> Jacob then and there done  
 against the P<sup>r</sup> Jacob & the Law and to the Damage of the P<sup>r</sup>  
 Jacob twenty Pounds. This Case was entered at the last  
 Nov<sup>r</sup> Term & continued from thence to this Time And now the  
 P<sup>y</sup> appears by John Taylor Gent<sup>r</sup> his Att<sup>y</sup> and the Deft<sup>r</sup> by  
 John & Porter Gent<sup>r</sup> his Att<sup>y</sup> and defends the P<sup>r</sup> Jacob & denies  
 when he and says he is not guilty in manner & form as the  
 P<sup>r</sup> Jacob within has alledge against him & thereof he puts  
 himself on the Country and the P<sup>y</sup> likewise. Whereupon  
 a Jury at this Time returned and impannelled according to  
 the Statute being sworn to try the Issue declare upon their Oath  
 that the Deft<sup>r</sup> is not guilty in manner & form as set forth  
 in the Declaration. Whereupon it is considered by the Court  
 that the P<sup>r</sup> Jacob do recover against the Deft<sup>r</sup> his costs  
 in defending this Suit taxed at £4.11.4. Whereupon  
 the Deft<sup>r</sup> by his Att<sup>y</sup> offered Appeal from the Judgment  
 of this Court to the Supreme Judicial Court to be holden at  
 Northampton offered on the last Tuesday of April next & he  
 Recognizes with Sureties as the Law direct for his the P<sup>r</sup> Jacob's  
 presenting of the same with effect &c as by said Recognizance  
 file does appear &c.

Billings vs  
 Hubbard

Nov<sup>r</sup> 20 1774

Aaron Billings of said Amherst Yeoman in the County of Mass<sup>s</sup>  
 there Yeoman Vs<sup>rs</sup> Stephen Hubbard of Amherst in the County  
 of said Blacksmiths Deft<sup>r</sup>. In a Plea of the Case for that the P<sup>r</sup>  
 Stephen at Amherst on the seventeenth day of January last  
 past by his Notunder his Hand of that date for Value received from  
 the said Aaron to pay him or his Order the sum of thirteen  
 Pounds in lawful money by the first day of May then next follo-  
 wing with lawful interest for the same until paid and the P<sup>r</sup>  
 Aaron avers that the P<sup>r</sup> Note was never transferred to any per-  
 son yet the said Stephen though often requested has never paid  
 the same but neglects & refuses to do so To the Damage of the  
 P<sup>r</sup> Aaron twenty Pounds This action was entered at the  
 last Nov<sup>r</sup> Term at which time the Parties appeared and argued  
 the Continuance of this Case till this Time & Judge Benson to be  
 final & the Case was continued accordingly And now the P<sup>y</sup>  
 appears & prays judgment. Whereupon it is considered by the Court  
 that the P<sup>r</sup> Aaron do recover of the P<sup>r</sup> Stephen thirteen Pounds  
 with <sup>lawful</sup> interest & five Pounds of lawful money Damages & costs &c  
 taxed at £14.11.4 & so on. Given at Amherst March 3<sup>d</sup> 1774

63.  
Enos Dickinson of Amherst in the County of Hampshire Yeoman. App<sup>t</sup> vs. Matthew Pratt of Hutterbury in s<sup>d</sup> County Yeoman App<sup>t</sup> In which  
Original Case the s<sup>d</sup> Pratt was Pl<sup>y</sup> and s<sup>d</sup> Dickinson Deft<sup>t</sup> In a New  
Re as set forth in the Declaration on file &c. This Action was entered  
at the last New Term & continued from thence to this Time & now at  
this Time the Pl<sup>y</sup> appears by, Mr. G. Porter his Att<sup>y</sup> and the Deft<sup>t</sup> by  
Simon Strong his Att<sup>y</sup> comes and defends the force and Injury when  
&c. and for Plea says that he never promised the s<sup>d</sup> Pratt in manner  
and form as he in his Declaration hath alledged and of this he puts  
himself on Trial & the Pl<sup>y</sup> likewise. When upon a Jury at this  
Time returned and impannelled according to the Statute being  
now sworn to try the Issue declared upon their Oaths that they  
find the App<sup>t</sup> did not promise in manner and form as the App<sup>t</sup>  
has alledged in his Declaration. When first it is considered by  
the Court that the s<sup>d</sup> Enos the App<sup>t</sup> do move against the s<sup>d</sup> Pratt  
that the App<sup>t</sup> his Costs in defending this Suit taxed at £13.12.1  
2 pence &c. — Exon ip<sup>o</sup> July 7<sup>th</sup> 1795

Thomas Tuxon of Dursfield in the County of Hampshire Cordwainer Tuxon vs  
Pl<sup>y</sup> vs John Lock of Dursfield aforesaid Yeoman Deft<sup>t</sup> In a Plea of Lock  
the Case set forth that said John at s<sup>d</sup> Dursfield on the Thirty first Day of  
July in the year of our Lord Seventeen Hundred and Ninety two owed  
the said Thomas the sum of Five Pounds eleven shillings & four pence  
lawful Money for the articles contained in the Schedule hereto  
annexed and then and there in consideration thereof under  
took and faithfully promised the said Thomas to pay him the  
same on demand. Also set forth that when as the s<sup>d</sup> Thomas at s<sup>d</sup> Durs  
on the twenty ninth Day of May last past had at the special Instance  
and request of the s<sup>d</sup> John made and signed a Note of Hand to one  
Samuel Thomas Wells in which Note the said Thomas Tuxon & John  
jointly and severally promised the said Samuel Thomas Wells that they  
would pay him the sum of Seventeen Pounds three shillings & one  
penny for the said John then and there in consideration thereof  
under took and faithfully promised the said Thomas Tuxon that  
he would pay him the same sum of Seventeen Pounds three shillings  
and one penny whenever he should pay be required to do the same  
and said Thomas says that then afterwards he with on the same Day &  
John the often requested hath never performed any or either of his  
said Promises but neglected and refuses to do so. To the Damage  
of the s<sup>d</sup> Thomas Forty Pounds. This Case was entered at the last  
New at which Time the Pl<sup>y</sup> appeared and the Deft<sup>t</sup> being three times  
called to come in to Court made Default of appearance & the Case  
was contin<sup>d</sup> to this Time and now the Pl<sup>y</sup> appears and prays Judgment  
wherefore it is considered by the Court that the s<sup>d</sup> Tuxon do move  
against the s<sup>d</sup> Lock Twenty three Pounds eight shillings &  
one penny of lawful Money Damages & Costs of Suit taxed at  
£1.10s.1 & pence &c. Exon ip<sup>o</sup> Aug 23<sup>rd</sup> 1795

Hart vs  
Bennett  
Nov 25 1794

John Hart of Hatfield in the County of Hampshire, Trader &c  
vs. John Bennett of Ashfield in the County of said Gentleman  
a Deputy Sheriff under Elisha Porter Esq<sup>r</sup> Sheriff of the same County  
Defdt. In a Plea of the Case for that J<sup>r</sup> John Bennett at Hatfield on  
the ~~Sixteenth~~ Day of March last past by his promissory Note of  
the same Date for Value rec<sup>d</sup> promised the sd John Hart to pay to  
him or his Order the sum of One Hundred & Eighteen Pounds Seven  
Shillings & two pence in lawful money in Demand with lawful  
Interest for the same until paid and the sd John Hart avers that  
the same Note was never assigned to any person &c, & J<sup>r</sup> John  
Bennett tho<sup>t</sup> often requested hath never paid the same or any  
part thereof but neglects and refuses to do it. To the Damage  
of the said John Hart One Hundred & twenty five Pounds  
This Case was entered at the last Nov<sup>r</sup> Term and continued to  
this Time and Now the Pl<sup>t</sup> appears and the Defdt being three  
Times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the sd John  
Hart do recover against the sd John Bennett Forty three Pounds  
Seven shillings and Ten pence of Lawful money Damages &  
Costs of Suit taxed at £2.1.11<sup>1</sup>  
Whereupon the said John Bennett <sup>then</sup> afterwards appears  
by John Hooker Esq<sup>r</sup> his Att<sup>y</sup> and appeals from the Judg<sup>t</sup> of the  
Court to the Supreme Judicial Court to be holden at North  
ampton aforesaid on the last Tuesday of April next and he re  
cognizes with sureties as the Law directs for his the sd John  
Bennett prosecuting the same with effect &c as by J<sup>r</sup> Recogni  
Tance on file does appear &c

Throckley vs  
Brown  
Nov 27 1794

Samuel Throckley of Northampton in the County of Hampshire  
Esq<sup>r</sup> Pl<sup>t</sup> vs Silas Brown Jun<sup>r</sup> of the District of Bathampton in  
the County of Yeoman Defdt. In a Plea of Ejectment wherein  
he demands against the sd Silas Brown of the Homestead  
in sd Bathampton wherein he now lives with the Building  
thereon and appurtenances thereto belonging Bounded sou  
thly on a Highway partly and partly on Land of Solomon  
Berry Easterly on the dividing Line between Bathampton  
and Northampton Northerly on Ed<sup>d</sup> Brown Land Westerly on  
a Highway containing about seven acres and a half more  
or less an other piece of Land lying the Northerly End of the  
Highway leading from a Common Bridge to the Spring  
field and is known by the name of the sd Turnip Field contain  
ing about forty rods of Land which said Homestead with the  
Building thereon and also the same piece of Land last men  
tioned called the sd Turnip Field with the appurtenances the sd  
Samuel claims as his Estate and whereinto the sd Silas hath en  
tered by Disfranchisement by him unjustly without Judg<sup>t</sup> within  
twenty years next last past in a Time of Peace the Pl<sup>t</sup>

saye he was seized of the same House that a piece of Land aforesaid in his  
 Demerme as of of Jew and Right taking the profits thereof to the Value  
 of Fifteen Pounds by the Year and Wherein to the Plaintiff says that  
 the Defendant hath not entry but by the Dispersion aforesaid and the Plaintiff  
 complains & says that the Defendant still detains him &  
 holds him out there poor & thereof he brings this suit - To the Dam-  
 age of the Plaintiff One Hundred and twenty six Pounds - This  
 Action was commenced at the last New Term and continued from  
 thence to this Time and now the Plaintiff appears & the Defendant being  
 three times called to come into Court makes Default of appearing  
 anywhere Wherefore

As Ludden of Williamsburgh in the County of Hampshire Ludden vs  
 Yeoman Plaintiff vs Seth Murray of Hatfield in County Essex Defendant Murray  
 In a Plea of Trespass on the Case for that whereas on the twentieth Nov<sup>r</sup> 29 1794  
 Day of June last past at Hatfield one Isaac Maltby for & on be-  
 half of the Plaintiff made his promissory Note of hand of that date  
 to the Defendant and by the same Note in behalf of the Plaintiff for  
 value received by the Plaintiff promised the Defendant to pay him or Order  
 the sum of seven pounds lawful Money on Demand with Inter-  
 est and the Plaintiff avers that the said Isaac was authorized & appointed  
 by the Plaintiff to make sign and deliver the same Note to the De-  
 fendant in manner aforesaid and according to the Tenour of the  
 same Note yet the said Plaintiff tho' often thereto requested hath  
 not paid the contents of the Note or any part thereof to the said  
 Isaac but neglects and refuses to do it - To the Damage of the  
 said Isaac Ten Pounds - This Action commenced at the last  
 New Term and continued from thence to this Time and now the  
 Plaintiff appears and the Defendant being three times called to come  
 into Court makes Default of appearing anywhere - Where-  
 fore it is considered by the Court that the said Isaac do re-  
 cover ag<sup>t</sup> the said Plaintiff Seven Pounds five Shillings & four  
 pence of Lawful Money Damages & Costs of Suit taxed at  
 £1.15.5 & thereof - Exon<sup>r</sup> ip<sup>s</sup> Jan<sup>y</sup> 31<sup>st</sup> 1795

Joseph Lazzell of Cummington in the County of Hampshire Lazzell vs  
 Trader Plaintiff vs James Dyer and Samuel Ford both of Chesham in  
 County of Bucks Defendants In a Plea of Trespass on the Case Nov<sup>r</sup> 31 1794  
 for that the Plaintiff James and Samuel at Cummington  
 on the twentieth Day of July in the Year aforesaid one  
 Thousand Seven Hundred and Ninety two by their Note  
 of Hand of that date for value received promised the Plaintiff  
 to pay him or Order the Sum of Nine Pounds of good Lawful

to our money within or by the fifteenth Day of October 1793  
with Interest Yet the D James & Samuel have not nor hath  
either of them paid the Contents of said Note to the Pl<sup>y</sup> or any p<sup>t</sup>  
thereof but neglected & refuse to do it To the Damage of the  
said Joseph Fifteen Pounds This action commenced at the last  
New Term and at which Time the Pl<sup>y</sup> appeared and the Def<sup>t</sup>  
being three times called to come into Court made Default  
of appearance & the Case was <sup>then</sup> continued to this Time & now  
the Pl<sup>y</sup> appears and prays Judgment Wherefore it is considered  
by the Court that the D Joseph do recover ag<sup>t</sup> the D James &  
Samuel Five Pounds six shillings & three pence of Law  
ful money Damages and Costs of Suit taxed at L. s. 9  
& thereof

Ex<sup>o</sup> in sp<sup>o</sup> Jan<sup>y</sup> 27 1795

Lazell vs  
Dyer  
Nov 32 1794

Joseph Lazell of Hummington in the County of of Hampshire  
Trader Pl<sup>y</sup> vs James Dyer of Charlmont in County of Essex  
Def<sup>t</sup> In a Plea of Trespass on the Case for that the D James at  
Hummington on the second Day of January in the Year of our  
Lord Seventeen Hundred and Ninety one by his Note of Hand  
of that Date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order  
the sum of Five Pounds ten shillings of good Lawful Silver money  
within five months from the date of said Note with Interest  
Also for that the D James at H<sup>u</sup>mmington on the Ninth  
Day of January last past by his other Note or memorandum  
in writing under his hand of that date for value rec<sup>d</sup> promised  
to pay him seven pounds two shillings and three pence  
meaning or Demand with Interest Also for that the D  
James at said Hummington on the twenty third day of July  
last past by his other Note or memorandum in Writing of that  
date promised the Pl<sup>y</sup> to pay him Eight shillings & six pence  
or Demand with Interest Also for Yet the D James tho<sup>t</sup>  
often thereto requested hath not paid s<sup>d</sup> Sums or any of them  
or any part of either of them but neglected & refused to do it  
To the Damage of the said Joseph Twenty Pounds This action  
commenced at the last New Term and continued from thence  
to at which Time the Pl<sup>y</sup> appeared and the Def<sup>t</sup> being three  
times called to come into Court made Default of appearance  
and the Case was continued for Judgment to this Time & now at this  
Time the Pl<sup>y</sup> appears and prays Judgment Wherefore it is considered  
by the Court that the D Joseph do recover against the D James  
Charlton Pounds sixteen shillings & three pence of Lawful money  
Damages and Costs of Suit taxed at L. s. 11 & thereof

Ex<sup>o</sup> in sp<sup>o</sup> Jan<sup>y</sup> 27 1795

John Watson Babcock of Blanford in the County of Hampshire Yeoman 65  
Plf vs Clearer Crop of Soudon in the County of Berkshire Yeoman Babcock vs  
Def't In a Plea &c as is set forth in the Declaration on file &c. This Action Crop  
commenced at the last Nov<sup>r</sup> Term and contin<sup>d</sup> from thence to this Time Nov<sup>r</sup> 42 1794  
& now neither party appearing this Case is dismissed &c,

Barnabas Howell of Whitestown in the County of Starkmen & State of Howell vs  
New York Yeoman Plf vs Theodore May of Conway in the County of May  
Hampshire Yeoman Def't In a Plea &c as set forth in the Declaration Nov<sup>r</sup> 43. 1794  
on file &c. This case was commenced at the last Nov<sup>r</sup> Term and from  
thence contin<sup>d</sup> to this Time and now the Plf being called is non-suit  
the Def't appears and prays Judgt for his Costs and it is considered  
by the Court that the said Def't do Theodore do recover against the  
S<sup>d</sup> Barnabas Howell his Costs taxed at £1.11 & there of &c  
Exon ip<sup>d</sup> Feby 9<sup>th</sup> 1795

Calib Alvord of Barnardston in the County of Hampshire Yeoman Alvord vs  
Plf vs Calvin Munn of Greenfield in the County afores<sup>d</sup> Yeoman alias Munn  
Gent<sup>r</sup> In a Plea of the Case for that the S<sup>d</sup> Calvin at S<sup>d</sup> Greenfield on the Nov<sup>r</sup> 44 1794  
twenty fifth Day of May in the Year of our Lord One thousand seven  
hundred and Ninety one by his Note under his hand of that date  
for value received promised said Calib to pay him the Value of  
twenty eight Pounds six shillings & six pence in neat Stock  
at Cash price Bulls & Seaggs to be excepted & to deliver the same  
to him S<sup>d</sup> Calib on or before the first day of May to be in the  
Year of our Lord One thousand seven hundred & Ninety four  
with lawful Interest for the same from the first Day of May  
thence next until paid & S<sup>d</sup> Calib avers that he has always been  
ready to receive the same yet S<sup>d</sup> Calvin tho often requested there  
to hath never paid the same or any part thereof but neglects  
it To the Damage of the S<sup>d</sup> Calib Thirty four Pounds  
This Action was commenced at the last Nov<sup>r</sup> Term & contin<sup>d</sup>  
from thence to this Time & now the Plf appears & the Def't  
being three times called to come into Court makes Default of ap  
pearance here Wherefore it is considered by the Court that the S<sup>d</sup>  
Calib do recover against the Calvin Thirty one Pounds five  
Shillings and Eight pence of £100 Damages & Costs of suit taxed  
£27.7 & there of &c Exon ip<sup>d</sup> Jan<sup>y</sup> 29 1795

Elias Burs of Newhaven in the County of Newhaven & State of Conn<sup>t</sup> Burs vs  
Merchant Plf vs Biddad Fowler of Southwick in the County Fowler  
of Hampshire Def't In a Plea of trespass on the Case for that the S<sup>d</sup> Nov<sup>r</sup> 44 1794  
Biddad at S<sup>d</sup> Westfield in our S<sup>d</sup> County of Hampshire on the  
twentieth Day of May last past by his Note in writing under  
his Hand of that Date for value received promised the Plf to pay  
him or order the Sum of Five Pounds fifteen Shillings & eight  
pence meaning lawful Money in Demand with Interest  
yet the S<sup>d</sup> Biddad tho often requested hath never paid the Contents

of said Note or any part thereof but unjustly neglects it -  
To the Damage of the sd Elias Burns Ten Pounds - This Case  
was entered at the last Nov Term and contin'd from thence  
to this Time now the Plf appears & the Deft being three  
Times called to come into Court makes Default of appearance  
here - Wherefore it is considered by the Court that the sd  
Elias do recover agt the sd Biddad Six Pounds of & the Damage  
& Costs of Suit taxed at £2.7.1 & thereof &c

Exon ip' Jan'y 20 1795

Jennings vs  
Kendall  
Nov 62 1794

John Jennings of Ludlow in the County of Hampshire Yeoman  
Plf vs James Kendall Junr of Ludlow in the County of Hampshire  
Parties in a Rule of Reference according to the Statute &c  
In a Plea of Trespass as set forth in the Declaration on file &c & now  
the sd Parties appear ~~and the referees by them~~ and agree to  
refer this Case with all Demands & matters of Controversy  
subsisting between them to the Judgment & Determination  
of William Pyncheon Esq Mr Luke Bliss & Thomas Dwight Esq  
the award of them or any two of them to be final to be returned  
into this Court ready to be made up and Exon ip' accordingly  
which agreement is made a Rule of this Court in this Case  
and it is considered that the sd Parties have Day here in Court  
untill the second Tuesday of Jan'y next & the Case was contin'd  
to this Time And now the Parties appear & the Referees by their  
chosen send into Court their Award viz that the sd John Jen  
nings shall recover of James Kendall Junr the sum of twelve Pounds  
in Damages and the Costs of this Reference amounting to five  
Pounds & pence and Costs of Court to be taxed by the Court &  
Which Award is accepted & it is considered by the Court that  
the Refrs shall recover against the Defr twelve Pounds  
of Lawful Money Damages and Costs of Suit taxed at £7.12.7  
& thereof &c

Exon ip' Jan'y 26 1795

Bull vs  
Rice  
Nov 63 1794

David Bull of Hartford in the County of Hartford State of Con  
necticut Undertaker Plf vs Daniel Rice of Northborough in the  
County of Worcester Yeoman & also Gentleman Defr In a Plea of  
the Case for that said Daniel at Northborough to wit at North  
ampton upon the eighth Day of August in the Year above  
said one Leonard seven Shillings & pence by his promise  
by Note under his hand of that date for value received promised  
the Plf to pay him the sum of ix. Pounds Lawful Money within  
Six Months next ensuing the date of the Note with Lawful In  
terest for the same till paid Yet said Daniel the after & there  
to requested hath never paid the same sum to the Plf nor in  
any way performed his Promise but unjustly neglects &  
refuses to do it To the Damage of the said David Ten Pounds  
This Cause entered at the last Nov Term & contin'd from  
then to this Time & now the Plf appears & the Deft being  
three Times called to come into Court makes Default of apper  
ance here Wherefore it is considered by the Court that the sd David  
shall recover against the sd Daniel Rice the sum of ten Pounds

three pence of Lawful money Damages and Costs of Suit taxed at  
£3. 5. 1 & there of &c

Exam'd Jan'y 26 1795

66

Stevens vs  
Bardwell  
Nov 56 1794

Henry Gould of Colrain in the County of Hampshire Blacksmith Gould vs  
Pl'as Daniel Clark of Colrain a former Yeoman Deftt In a Plea Clark  
as set forth in the Declaration on file &c This Case was commenced Nov 67 1794  
at the last New Term and Contin'd from thence to this Time & now  
the said Parties being severally called to come into Court do  
not appear and this Case is therefore dismissed

Enos Rice of Gill in the County of Hampshire Yeoman Pl' vs Ed  
ward Billings of Greenfield in S County Physician Deftt In a Plea  
of the Case for that whereas the said Edward at Greenfield aforesaid  
on the eighth Day of December in the Year of our Lord seventeen  
Hundred and Ninety by his Note under his hand of that Date  
for Value rec'd promised the Pl'to pay him or Order the sum of  
twenty Nine Pounds Lawful m'y on or before the first Day of June  
then next to be paid in the following manner viz Forty Pounds  
of Shrop Wool Fifty Bushels of Indian Corn Forty Bushels of  
Oats one Fat Swine one Yoke of Stags the rest of said Note to be p'd  
in good Cattle meaning to be delivered at Gill aforesaid at the  
Current Price with Interest from that Time now the Pl't has put  
saith that he hath ever been ready at Gill aforesaid to receive the  
Contents of said Note according to the Tenor thereof & thereon  
the first Day of June aforesaid demanded the same yet he hath  
never paid the same but hath paid only seventeen Pounds twelve  
Shillings & six pence a part thereof & refuses to pay the residue  
thereof requested but neglects it To the Damage of the said Enos  
twenty Pounds ~ This Case was commenced at the last New  
Term & Contin'd from thence to this Time & now the Pl't ap  
pears & the Deftt being three Times called to come in to Court  
makes Default of appearance whereupon it is considered  
by the Court that the P Enos do recover against the S Edw  
Eighteen Pounds thirteen Shillings of L m'y Damages & Costs  
of Suit taxed at £2. 5. 1 & there of &c  
Exam'd Jan'y 22 1795

Rice vs  
Billings  
Nov 70 1794

Timothy Williams of Borton in the County of Suffolk Trader Pl' Williams vs  
vs Elijah Walworth of Guilford in the County of Windham & Walworth  
State of Vermont Trader Deftt In a Plea of the Case for that Nov 71 1794  
the said Elijah at Watertown to wit at Greenfield aforesaid on the  
thirtieth day of October in the Year of our Lord seven hundred

and Ninety two by his Note under his hand of that Date for Value  
 recd promised the Pl<sup>y</sup> to pay him or Order the Sum of Sixty two  
 Pounds Seventeen Shillings & Two pence on Demand with Interest  
 Also for that whereas the<sup>d</sup> Elijah at Watertown aforesaid lent at  
 Greenfield aforesaid on the fourth Day of July in the Year of our Lord  
 Seventeen Hundred and Ninety three by his other Note under his  
 hand of that date for value recd promised the Pl<sup>y</sup> to pay him or  
 Order the Sum of Six Pounds fourteen Shillings & five pence on De  
 mand with Interest yet he hath never paid the same tho<sup>t</sup>  
 requested neither hath he paid either of the Sums aforesd tho<sup>t</sup> the Pl<sup>y</sup>  
 requested but neglects it To the Damage of the Pl<sup>y</sup> Six  
 hundred Pounds This Action was commenced at the last  
 Nov Term & from thence contin<sup>d</sup> to this Time & now the  
 Pl<sup>y</sup> appears and the Def<sup>t</sup> being three Times called to come in to  
 Court makes Default of appearance here Wherefore it is  
 considered by the Court that the<sup>d</sup> Timothy do recover ag<sup>t</sup>  
 the said Elijah Sixty five Pounds twelve Shillings & three  
 pence of Law M<sup>y</sup> Damages & Costs of Suit taxed at £6-10-2  
 & there of

Exon<sup>d</sup> Feb<sup>y</sup> 9 1795

Whelock vs  
 Alford  
 Nov<sup>r</sup> 72 1794

Samuel Whelock of Greenfield in the County of Hampshire Pl<sup>y</sup> vs  
 Elijah Alford of Greenfield aforesd Yeoman Def<sup>t</sup> In a Plea  
 of the Case for that whereas the<sup>d</sup> Alford at Greenfield aforesaid on  
 the seventh Day of October in the Year of our Lord One thousand  
 Seven Hundred & Ninety four by his Note under his hand of  
 that date for value recd promised the Pl<sup>y</sup> to pay him the Sum  
 of Five Pound eleven Shillings & three pence on Demand with  
 Interest yet he hath never paid the same tho<sup>t</sup> requested but  
 neglects it To the Damage of the<sup>d</sup> Samuel Ten Pounds This  
 Case was entered at the last Nov Term & contin<sup>d</sup> to this Time  
 and now the Pl<sup>y</sup> appears & the Def<sup>t</sup> being three Times called to  
 come into Court makes Default of appearance here Wherefore  
 it is considered by the Court that the<sup>d</sup> Samuel do recover  
 against the<sup>d</sup> Elijah Five Pounds Thirteen Shillings & two p  
 & M<sup>y</sup> Damages and Costs of Suit taxed at £2-6-11 & there of

Exon<sup>d</sup> Apr<sup>y</sup> 22 1795

George Dickinson of Conway in the County of Hampshire Pl<sup>y</sup> vs  
 George Dickinson of Conway aforesd Yeoman Def<sup>t</sup> In a Plea  
 of the Case for that whereas the<sup>d</sup> Dickinson aforesaid on the  
 seventh Day of October in the Year of our Lord One thousand  
 Seven Hundred & Ninety four by his Note under his hand of  
 that date for value recd promised the Pl<sup>y</sup> to pay him the Sum  
 of Five Pound eleven Shillings & three pence on Demand with  
 Interest yet he hath never paid the same tho<sup>t</sup> requested but  
 neglects it To the Damage of the<sup>d</sup> George Ten Pounds This  
 Case was entered at the last Nov Term & contin<sup>d</sup> to this Time  
 and now the Pl<sup>y</sup> appears & the Def<sup>t</sup> being three Times called to  
 come into Court makes Default of appearance here Wherefore  
 it is considered by the Court that the<sup>d</sup> George do recover  
 against the<sup>d</sup> George Five Pounds Thirteen Shillings & two p  
 & M<sup>y</sup> Damages and Costs of Suit taxed at £2-6-11 & there of

Nahum Eager of Worthington in the County of Hampshire Esq<sup>r</sup> vs  
Amos Frink of Worthington in aforesaid Yeoman Deft<sup>d</sup>. In a Plea  
wherin the said Nahum demands against the Defor Ninty Nine  
acres of land with the appurtenances lying in Worthington aforesaid  
that is the whole of the Original Lot Number Ten in said Town except  
ing one acre lying in the Southwest Corner of the same Lot owned  
by Rufus Knowles bounded East on Land owned by Uriah Parsons  
South on Land owned by the D<sup>d</sup> Nahum West on Land owned by Rufus  
Knowles aforesaid Abraham Drake & North on Land owned by Isaac  
Pollet & Uriah Parsons aforesaid as the D<sup>d</sup> Demandants Right and Inheri  
tance and into which the said Amos hath not entry but by dispoising  
by him unjustly and without Judgement made & committed with  
in thirty years now last past to wit on the first Day of Sept<sup>r</sup> last past  
and whereupon the said Nahum complains for that the D<sup>d</sup> Amos within  
thirty years now last past viz on the Thirtieth Day of December in the Year  
of our Lord One Thousand seven Hundred and eighty five was seized of the  
D<sup>d</sup> Demand Premises as of a perfect and absolute Estate of Inheritance  
in fee simple and being so thereof seized the said Amos afterwards viz  
on the same Day and year at Northampton aforesaid made his Deed of  
Bargain & Sale by him well executed Dated sealed with his seal  
and in & out to be produced the Date whereof the same Day &  
year and thereby the D<sup>d</sup> Amos in consideration of the sum of two  
hundred and fifty Pounds current money of the Commonwealth  
aforesaid to him in hand paid by the D<sup>d</sup> Nahum did and by the same  
Deed freely clearly and absolutely give grant bargain sell assign  
release convey and confirm unto him the D<sup>d</sup> Nahum Eager his  
Heirs and Assigns forever the D<sup>d</sup> Demand Premises together with  
the D<sup>d</sup> One acre now owned by the D<sup>d</sup> Rufus by the following de  
scription viz that part of the original Lot number ten lying  
in Worthington aforesaid bounded East on Land of Daniel  
More the second South on Land of Moses Ashby West on Land of  
Ephraim Randall and Benjamin Drake and North on Land  
of Abner To have and to hold the D<sup>d</sup> Demand Premises tog  
ether with the said one acre in the Southwest Corner of s<sup>d</sup> Lot  
with the appurtenances and privileges thereto belonging to  
him the D<sup>d</sup> Nahum Eager his Heirs and Assigns to his and their  
own proper use benefit and behoof forevermore which s<sup>d</sup> Deed  
then afterwards in the same Day was duly acknowledged and  
recorded according to Law and by means & Virtue of which s<sup>d</sup>  
Deed the D<sup>d</sup> Nahum afterwards to wit on the same Day at Worthington  
aforesaid became & was seized of the D<sup>d</sup> Demand Premises  
in his Demure as of Fee and Right in Time of Peace taking  
the Profits thereof to the Value of fifteen Pounds by the year &  
ought still to hold and possess the same Nevertheless the D<sup>d</sup> Amos  
within the D<sup>d</sup> Thirty years and since the making of the Deed aforesaid  
and before since the D<sup>d</sup> Seisin of the D<sup>d</sup> viz on the first  
Day of September at Worthington aforesaid unjustly & without  
Judg<sup>t</sup> hath entered into the D<sup>d</sup> Demand Premises dispossessed the  
D<sup>d</sup> Nahum thereof & still unjustly holds him out to the Damage  
of the D<sup>d</sup> Nahum thirty Pounds - This Action was entered at the  
last West Term and continues from thence to this Time & now the

67  
Eager vs  
Frink  
Nov 09 1794

Plf appears and the Deft being three times called to come into Court makes default of appearance here. Wherefore it is considered by the Court that the D<sup>d</sup> Nahum do recover against the said Amos Popepin of the D<sup>d</sup> Demanded Premises unless the said Amos pay to the D<sup>d</sup> Nahum within two months Three Hundred and Sixty Pounds eleven shillings & four pence to wit at £5-11-7.2 after which the D<sup>d</sup> Nahum appears by Simon Strong Esq<sup>r</sup> his attorney and appeals Nahum by Sena Woodbridge Gent<sup>l</sup> his attorney appeals from the judgment of this Court to the Supreme Judicial Court to be holden at Northampton upon the last Tuesday of April next & he recognises with securities as the law directs for his the D<sup>d</sup> Nahum's prosecuting the same with effect &c as by D<sup>d</sup> Recognizance on file does appear &c.

Hubbard 27  
Smith & ag<sup>t</sup>  
Nov<sup>r</sup> 93  
Yeheemiah Hubbard Jun<sup>r</sup> of Middletown in the County of Middlesex & State of Connecticut Merchant Compt vs Jeph Smith late of Worthington in the County of Hampshire Trader In a Plea unabsent and absconding Debtor and Samuel Arms of Deerfield in the County Agent & Trustee of the D<sup>d</sup> Jeph In a Plea &c as set forth in the Declaration on File &c. This Case was entered at the last Nov<sup>r</sup> Term and continued from thence to this time and now the D<sup>d</sup> Agent being three times called to come into Court makes default of appearance here The Plf appears & discontinues the suit and this Case is dismissed.

Woodbridge 27  
Smith & ag<sup>t</sup>  
Nov<sup>r</sup> 14 1794  
Jonathan Woodbridge of Worthington in the County of Hampshire Gent<sup>l</sup> vs Jeph Smith late of Worthington a prior Trader - absent & absconding Debtor & Samuel Arms of Deerfield in said County ag<sup>t</sup> and Trustee to the D<sup>d</sup> Jeph Deft<sup>r</sup> In a Plea &c as is set forth in the Declaration on File &c. This Case was commenced at the last Nov<sup>r</sup> Term and continued from thence to this time & now the D<sup>d</sup> Ag<sup>t</sup> being three times called to come into Court makes default of appearance in Court The Plf appears in his own proper person & discontinues the suit and the Case is dismissed.

Walker vs  
Smith & al  
Nov<sup>r</sup> 15 1794  
William Walker Esq<sup>r</sup> & Joseph Goodman Gentleman both of Essex in the County of Berkshire vs Jeph Smith late of Worthington in the County of Hampshire Trader and absconding Debtor & Samuel Arms of Deerfield in the County of Hampshire prior Trader ag<sup>t</sup> Trustee & atty of the D<sup>d</sup> Jeph Deft<sup>r</sup> In a Plea &c as set forth in the Declaration on File &c. This Action was entered at the last Nov<sup>r</sup> Term & continued from thence to this time & now the D<sup>d</sup> Ag<sup>t</sup> being three times called to come into Court makes default of appearance in Court The Plf appears & discontinues the suit & the Case is dismissed.

Jonathan Buddington of Leyden in the County of Hampshire Gent<sup>l</sup> vs Israel Bullock of Leyden in the County of Essex Def<sup>t</sup> In a Plea Buddington vs Bullock  
of Trespass for that the said Israel at Leyden aforesaid on the first Day of May last past & at divers other Days & Times between that Day & the Day Nov<sup>r</sup> 10<sup>th</sup> 1794  
of the purchase of this Writ with force & Arms broke & entered the Close of the said Jonathan called Lot. Number thirty eight in the first Division of Lands formerly called Barnardston Cove bounded as follows viz beginning at the Southwest Corner of Lot. Number Nine thence running North twenty Degrees West Fifty four Rods & six feet thence West two Degrees South one Hundred and Sixty Rods thence South twenty Degrees East Fifty four Rods & six feet thence East two Degrees North one Hundred and Sixty Rods to the first mentioned Boundary situate in Leyden aforesaid & cut down carried away and destroyed one Thousand Trees the Property of the said Jonathan of the value of twenty Pounds & did him other wrongs & injuries against the Peace & to the Damage of the said Jonathan twenty Pounds - This Action commenced at the last Nov<sup>r</sup> Term & was contin<sup>d</sup> from thence to this Term & now the Pl<sup>y</sup> appears by Jonathan Leavitt<sup>Gent<sup>l</sup></sup> his Att<sup>y</sup> & the Def<sup>t</sup> by William Coleman Gent<sup>l</sup> his Att<sup>y</sup> comes and defends the force and injury wherein & for Plea saith he is not guilty in manner and form as the Pl<sup>y</sup> in this hath alleged against him and therof puts himself on the Country for Trial - The Pl<sup>y</sup> likewise  
Whereupon a Jury at this Time returned & impannelled as the Statute directs & being sworn to try the the Issue declare upon their Oath that the said Israel the Def<sup>t</sup> is not guilty in manner and form as the Pl<sup>y</sup> in his Declaration has alleged Wherefore it is considered by the Court that the said Israel do recover against the said Jonathan his Costs in defending this Suit taxed at L<sup>ts</sup> 9. 5 & thereupon the said Jonathan by his Att<sup>y</sup> aforesaid appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the last Tuesday of April next and he recognizeth with Sureties as the Law directs for him the said Jonathan's prosecuting the same with effect &c. as by his Recognizance on Obedience appear

Jonathan Bliss of the City of Saint John in the Province of New Brunswick Esquire Pl<sup>y</sup> vs Elisha Porter of Hadley in the County of Hampshire Esq<sup>r</sup> & Sheriff of said County Def<sup>t</sup> In a Plea of Nov<sup>r</sup> 10<sup>th</sup> 1794  
Trespass on the case for that whereas the said Jonathan at a Court holden before William Pynchon Esq<sup>r</sup> one of the Justices of the Peace for said County at his dwelling House in Springfield in said County on the twenty eighth Day of June in the year of our Lord Seventeen Hundred & Ninety by the Consideration of Justice recovered Judg<sup>t</sup> against Thomas White of South Hadley in the County of Hampshire Gentleman for two Pounds Six Shillings and ten pence lawful Money Damages and two Pounds & Six Pence

like money Costs of Suit whereby the <sup>d</sup> Thomas is convicted as  
appears by Record which Judgment yet remains in full  
force not reversed discharged paid or satisfied The Record of  
which Judgment the Pl<sup>y</sup> brings into Court and the Pl<sup>y</sup> at  
said Springfield afterwards in due form of Law on the Twentieth  
Day of July next after the date of Judgment duly sued out  
from said Justice in Ex<sup>co</sup> on <sup>d</sup> Judgment directed to the  
Sheriff of our County of Hampshire his Deputy or the Consta-  
bles of the Town of South Stratley in <sup>d</sup> County or any one either  
of them whereby we commanded them respectively that  
of the money of the said Thomas White or of his Goods or Chat-  
tels they should cause the sums aforesaid to be levied paid  
and satisfied unto the Pl<sup>y</sup> and that for want of such Money  
Goods or Chattels of <sup>d</sup> Thomas to be by him shewn unto  
them or found in their precinct they should take the  
Body of said Thomas & him commit to our Gaol in Spring-  
field or Northampton in said County & should make return  
of said Execution with the Doings therein unto the Justice  
within sixty Days from the date thereof which Execution  
so issued on <sup>d</sup> Judgment the Pl<sup>y</sup> then afterwards on the same  
twentieth Day of July duly committed to one John Morgan  
then and for more than sixty Days afterwards a Deputy  
Sh<sup>ff</sup> under the <sup>d</sup> Eliza Porter who then was & ever since hath  
been Sh<sup>ff</sup> of said County to be <sup>d</sup> duly executed & returned  
according to Law yet the <sup>d</sup> John Morgan not regarding the  
duty of his <sup>d</sup> Office in this behalf hath never caused the  
sums mentioned in said Judgment to be paid or satisfied  
to the Pl<sup>y</sup> nor did he make due return of the same Exec<sup>u</sup>  
as he was thereby commanded but hath altogether neglected  
so to do & the Pl<sup>y</sup> avers that by means of said neglect and  
~~misconduct~~ <sup>misconduct</sup> & expenses of said John Morgan in his <sup>d</sup> Office  
he hath wholly lost the benefit of said Judgment & that for neglect  
and misfeasance of his said Deputy the <sup>d</sup> Eliza Porter is  
liable & chargeable in Law & that <sup>d</sup> neglect & misfeasance  
are to the Damage of the <sup>d</sup> Remission Ten Pounds  
This action was entered at the last Mic<sup>h</sup> Term & continuing  
thence to this Time and now & now the Pl<sup>y</sup> appears & the <sup>d</sup>  
he three times called to come into Court makes default &  
appearance here. Wherefore it is considered by the Court  
that the said <sup>d</sup> Remission do recover against the <sup>d</sup> Eliza Porter  
Five Pounds Thirteen Shillings & two pence of Lawful Money  
and Costs of Suit taxed at £2. 10. 9 Shillings

Ex<sup>co</sup> ip<sup>s</sup> 25 1795

69  
 Sylvanus Blackmer of Wrothington in the County of Hampshire  
 Yeoman App<sup>t</sup> vs Samuel Morse of Wrothington of esd Gentleman  
 App<sup>e</sup> In which Original Case the said Sam<sup>t</sup> was Pl<sup>d</sup> and Pl<sup>d</sup> was  
 now Def<sup>t</sup> In a Plea of Trespass &c as is set forth in the Declaration  
 on File &c, This Case the Pl<sup>d</sup> appears by Jonathan Woodbridge Jun<sup>r</sup>  
 his Att<sup>y</sup> & the Def<sup>t</sup> by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> comes & defends  
 the force and Injury when &c and lays that he is not guilty  
 in manner and form as the Pl<sup>d</sup> in his Declaration against  
 him has alledged and thereof puts himself on trial & the  
 Pl<sup>d</sup> likewise Whereupon a Jury at this Time returned &  
 impannelled and being now sworn to try the Issue declare  
 upon their Oath that they find the App<sup>t</sup> is not guilty &  
 therefore it is considered by the Court that this Sylvanus do  
 recover against the said Samuel Seven Pounds Two Shill  
 ings and nine pence of Lawful Money his Costs in defending  
 this Suit - £7.2.9 & thereof &c

Done in p<sup>d</sup> March 23 1795

David Daniels of Sudlow in the County of Hampshire Yeoman Pl<sup>d</sup> Daniels vs  
 vs Josiah Mills of Belchertown in s<sup>d</sup> County Yeoman Def<sup>t</sup> In a Plea Mills  
 of Trespass on the Case for that whereas the said David Daniels now  
 is a good faithful & honest Citizen of the s<sup>d</sup> Commonwealth & as  
 such from the Time of his Birth hitherto hath behaved & conducted  
 himself & for all the Time aforesaid hath been reputed & esteemed to be  
 a person of good name Credit & Behaviour amongst all his neigh  
 bours & other good Citizens of s<sup>d</sup> Commonwealth & hath for all his life  
 time past hitherto lived & continued free unblemished & wholly unim  
 peached from being guilty of any Theft felony or other pernicious Crime  
 or from the suspicion of them or any of them whereby the s<sup>d</sup> David  
 had deservedly got & obtained to himself the Reverend & good Opin  
 ion & Credit of divers faithful Citizens of s<sup>d</sup> Commonwealth now  
 & then the said Josiah Mills not being at all ignorant of the Premises  
 but greatly envying the happy State and Condition of the s<sup>d</sup> David  
 and contriving & maliciously intending not only to hurt injure  
 prejudice & damnify the said David in his good name fame Credit  
 and Reputation & to cause him to be brought into hatred con  
 demn public Ignominy infamy and disgrace but also to cause  
 him to be esteemed & reputed a Thief a Felon & to oppress &  
 him wrongfully & to cause him to be imprisoned & to be kept  
 and detained in prison and to bring him into Danger of suf  
 fering the Pains and Penalties of the Laws & Statutes of this Com  
 monwealth made and provided against such offenders & to  
 cause him to undergo great Labours both in Body & Mind  
 On the Eighteenth day of Sept<sup>r</sup> last past at Belchertown aforesaid  
 did falsely and maliciously and without any reasonable or  
 probable Cause impose the Crime of Felony on the s<sup>d</sup> David

July 3 1795

and did then there on oath solemnly and Maliciously charge  
and accuse him the said David with others with feloniously steal-  
ing taking & carrying away one Horse of Bur of the value of  
Forty shillings of the proper goods & chattels of the said Josiah Hills  
by his Compt in Writing to Henry Dwight Esq one of the  
Justices of the Peace for the County of Hampshire aforesaid after-  
wards to wit on the thirteenth Day of the same Sept<sup>r</sup> at Dorset  
aforesaid did solemnly & Maliciously cause and procure the said  
David Daniels to be taken and arrested & as a Felon to be  
brought before the said Henry Dwight Esq & did then & there  
cause and procure the said David Daniels to be taken and arrested  
and as a Felon to be brought before the said Henry Dwight Esq &  
did then and there cause <sup>the</sup> said David Daniels to be examined  
of and upon the Premises before the said Justice and the said David  
being allowed by said Justice to acquit himself of said charge  
of theft contained in Complaint pleaded that he was not  
guilty thereof & submitted himself upon the examination  
and Trial of Justice whether he was guilty or innocent  
thereof upon which Trial and Examination the Justice  
did adjudge & determine that the said David Daniels was  
not guilty of theft alledged ag<sup>t</sup> him in said Complaint &  
that there was not any probable cause to suspect him guilty  
thereof so that he ought to be holden further to answer thereof  
and was thereupon by Justice in due manner acquitted  
and discharged of the theft alledged in Complaint - that  
David doth aver that he was not nor is in any wise guilty  
of the Premises in the said Complaint above said to his  
charge & Whereas the aforesaid Josiah Hills of his further Malice  
towards the said David afterwards to wit on the eighth day  
of September last past at Andover aforesaid did solemnly and  
Maliciously & without any probable cause again impose  
the crime of Felony on the said Daniels & others & then & there  
did make & exhibit to the said Henry Dwight a certain Com-  
plaint or Information in Writing and by him the said Justice  
subscribed where by he Complain'd to Justice gave him  
to understand & be informed that he the said Josiah had proba-  
ble cause to suspect and did suspect that he the said David  
& others on the twelfth day of the same Sept<sup>r</sup> in the Night  
time of the same day with force and arms at Belcher  
house in County of Suffolk of Bur of the Value of Forty  
shillings of the Property of him the said Josiah Hills then &  
there feloniously & unlawfully and carry away contrary  
to Law & against the Peace of the Commonwealth and the  
Authority of the same and in the said Complaint or Informa-  
tion the said Josiah Hills imputed to the said David his servant  
& not the said David himself & apprehended & did

answer to the same Complaint & to further do all that to Law  
 and Justice appertained & that the said David then & there before Justice  
 Dwight did make Oath to the Truth of the Matters & Things attested  
 in said Complaint or Information by Mann whereof the said Justice  
 was induced & did find there upon this Warrant for the apprehen-  
 sion & imprisoning the said David and bringing him before  
 the said Justice to answer to said Complaint directed to the Sheriff  
 of the said County or his Deputy by virtue of which Warrant the said  
 David at Ludlow aforesaid on the nineteenth day of the same Sept-  
 was taken and held in Prison for the space of twenty four Hours  
 and on the same nineteenth Day of Sept at Melchester aforesaid was  
 brought before the Justice by Joseph Reed a Deputy Sheriff & in  
 his Custody and being allowed to acquit himself from the Theft  
 charged in the Complaint aforesaid pleaded that he was not guilty  
 thereof & thereupon submitted himself upon the Trial of said Justice  
 whether he was guilty or innocent thereof & that he the said David  
 then and there by the said Justice was in due Manner acquitted and  
 discharged of the Primes in said last Complaint as above dis-  
 charged upon him & the said David doth aver that he was not nor is  
 in any way guilty of the Theft attested & charged him in  
 the Complaint mentioned - And whereas the said David  
 at Ludlow aforesaid on the twentieth day of Sept last part of his further  
 Malice towards the said David Daniel in a certain discourse that  
 the said David then and there had with the said David of & concerning  
 the said David in the Prison & hearing of divers worthy Citizens  
 of this Commonwealth to the said David then & there falsely &  
 maliciously said rehearsed & proclaimed openly & loudly published  
 these false feigned scandalous & opprobrious Words following of the  
 said David in the Prison & hearing of those Citizens to wit  
Further Daniel (meaning the said David) what have you been run-  
 ning over my Boards for? I (meaning the said David) have lost  
 an hundred feet meaning thereby an hundred feet of Boards  
 (and you meaning the said David) have stole them meaning the  
 said Boards (I can prove it -) And afterwards to wit on the  
 twentieth Day of the same Sept at Ludlow aforesaid the said David  
 of his further Malice towards the said David in a certain other  
 discourse that the said David then & there had with the said David of  
 & concerning the said David in the Prison & hearing of divers  
 other good Citizens of this Commonwealth then and there falsely &  
 maliciously said and openly & loudly rehearsed & pronounced these  
 other false & scandalous words following of the said David in the  
 Prison and hearing of those Citizens last mentioned to wit  
Further Daniel (meaning the said David) you have stolen and  
 hundred feet of my Boards and I can prove it - by means of which  
 said several Premises the said David Daniel is not only greatly  
 scandalized and injured in his good name credit & reputation  
 & has been exposed to great scandal reproach & shame but has also

been compelled to lay out divers Sums of Money in this behalf  
and has also been greatly hindered in transacting his lawful  
& honest Business and affairs and obliged to undergo great  
Labour & troubles as well in body as mind all which is to  
the Damage of the said David Daniels Eighty Pounds. -  
The Pl<sup>y</sup> appears by John Hooker Esq<sup>r</sup> his atty, & the Def<sup>t</sup> by Simon  
Strong Esq<sup>r</sup> his atty comes and Defends the force and injury  
wherein and for Plea says that he is not guilty in manner  
and form as the said David in his Declaration hath alleged  
and thereof puts himself in the Country & the Pl<sup>y</sup> likewise  
When upon a Jury at this Time returned and impanelled &  
being sworn to try the Issue declare upon their Oath that  
the Def<sup>t</sup> is guilty and award Damages at £11.0  
It is there fore considered by the Court that the s<sup>d</sup> David do  
recover against the s<sup>d</sup> Josiah Eleven Pounds of Lawful Money  
Damages and Costs of suit taxed at £9.10.11 & thereof.

Execution if Jan<sup>y</sup> 29<sup>th</sup> 1795

Morrison vs  
Bell

Jan<sup>y</sup> 8 1795

David Morrison of Colrain in the County of Hampshire Yeoman  
alias Gentleman Pl<sup>y</sup> vs Thomas Bell of Colrain afores<sup>d</sup> Gent<sup>l</sup> Def<sup>t</sup>  
In a Plea of the Case for that whereas the Thomas at said  
Colrain on the twenty seventh Day of November in the Year  
of our Lord one thousand seven hundred & ninety three by  
his Note under his hand of that Date for value rec<sup>d</sup> prom-  
ised the said David to pay him or Order Eleven Pounds ten  
Shillings meaning lawful money within one year from  
that date meaning with Interest Also for that the said Tho<sup>s</sup>  
afterwards viz on the Day afores<sup>d</sup> at Colrain afores<sup>d</sup> by his  
other Note under his hand of that date for value rec<sup>d</sup> promised  
the said David to pay him another Sum of seven Pounds  
ten Shillings meaning lawful money in one year from  
that date without Interest yet the s<sup>d</sup> Thomas has never  
performed either of his promises afores<sup>d</sup> tho<sup>s</sup> often the note  
signified but neglected it To the Damage of the s<sup>d</sup> David  
Twenty Pounds. The Pl<sup>y</sup> appears at this Time & the Def<sup>t</sup>  
has three Times called to come into Court makes default  
of appearance here Wherefore it is considered by the Court  
that the s<sup>d</sup> David do recover of the s<sup>d</sup> Thomas Twentieth  
pounds three Shillings eight pence of Lawful Damages  
and Costs of suit taxed at £1.12.3 & thereof.

Execution if Jan<sup>y</sup> 22<sup>nd</sup>

Stollen vs  
Cunningham  
Jan<sup>y</sup>

William Stollen of Bathfield in the County of Hampshire Yeoman  
and Eliza Stollen of Bathfield afores<sup>d</sup> Guardian to the s<sup>d</sup> Bath-  
field & Thomas Cunningham of Bathfield afores<sup>d</sup> Yeoman Parties in  
Court of Chancery in the s<sup>d</sup> Cause the Guardian afores<sup>d</sup> Thomas  
Cunningham vs the s<sup>d</sup> William & Eliza Stollen & the Parties

appear and the Referee by them shewn sent into Court their award  
viz that the <sup>D</sup> Elisha Hunt in his <sup>D</sup> Capacity as Guardian of said do  
recover of the <sup>D</sup> Thomas the sum of One Pound Thirteen Shillings & eleven  
pence Damage and Cost of Reference taxed at seven Pounds, sixteen  
Shillings & four pence and the Cost in two Actions commenced be  
fore the Justice taxed by the Justice at one Pound eight Shillings  
and four pence which <sup>D</sup> award is read and accepted & it is con  
sidered by the Court that the <sup>D</sup> Elisha Nathaniel do recover against  
the <sup>D</sup> Thomas One Pound Thirteen Shillings & eleven pence  
of Lawful Money Damages and Costs of Suit taxed at £9.3.6  
& thereupon

Exon ip<sup>d</sup> Jan'y 22<sup>d</sup> 1795

Moses Foster and Edward Stevenson both of Troy in the County of Al  
bany and State of New York Plaintiffs vs Gideon Bartwell of  
Shelburne in the County of Hampshire Yeoman Deft. In a Plea  
of the Case for that the <sup>D</sup> Gideon at Shelburne on the twenty  
second Day of November in the Year of our Lord seventeen hund  
red and Ninety three by his Note under his hand of that  
date for value rec<sup>d</sup> promised the <sup>D</sup> Moses & Edward to pay them  
or Order the sum of Eight Pounds to be paid in neat Stock to be de  
livered at Gideon Bartwells in Shelburne by the twenty second Day  
of October then next with Interest now the Plp in fact say that  
they have ever been ready at Shelburne aforesaid to receive the Contents  
of said Note according to the Tenour thereof there on the twenty  
second Day of October aforesaid demanded the same yet the said Gid  
eon hath never paid the same the requested but neglected it  
To the Damage of the <sup>D</sup> Moses & Edward Ten Pounds £, The Plp ap  
pear at this Time & the Deft the three Times called to come in  
to Court makes Default of appearance here Wherefore it is  
considered by the Court that the <sup>D</sup> Moses & Edward do recover  
ag<sup>t</sup> the <sup>D</sup> Gideon Eight Pounds eleven Shillings & three Pence  
of Lawful Money Damages and Costs of Suit taxed at £2.1.11  
and thereupon

Exon ip<sup>d</sup> Jan'y 22<sup>d</sup> 1795

Foster & Stevenson  
Bartwell  
Jan'y 15<sup>th</sup> 1795

John Gaskill of the City of Hartford in the County of Hartford in the  
State of Connecticut Trader Pl<sup>t</sup> vs James & Edward Hay of Spring  
field in the County of Hampshire <sup>Deft<sup>s</sup></sup> & Medad Noble of Blanford in  
<sup>D</sup> County Husbandman otherwise called Medad Noble of Knapell in <sup>D</sup>  
County Husbandman Deft<sup>r</sup> In a Plea of Trespass for that the <sup>D</sup>  
James & Edward & Medad at Blanford in said County of Hampshire  
on the fourteenth Day of October last past with force and Arms on the  
body of the <sup>D</sup> John then & there did make being in the Peace of the  
said Commonwealth an unlawful did make & with like force &  
Arms with Clubs Staves and whips did then and there beat  
wound and bruise & otherwise wilfully intreat & him the <sup>D</sup> John with  
like force and Arms then and there did unlawfully imprison and  
deprive of his Liberty without any lawful or justifiable cause & him

Gaskill vs  
Hutchinson & al  
Jan'y 16<sup>th</sup> 1795

so imprisoned for a long time to wit for the space of five days against  
 the will of the said John without any justifiable cause contrary to  
 the Laws & Constitution of this Commonwealth to do detain carry  
 and transport bound pinioned & confined out of this Common  
 wealth from the said Massachussetts to the State of Connecticut & other  
 Injuries to him the said John Gaitskill then & there did con  
 trary to Law against our Peace and to the Damage of the said  
 John Sixty Pounds - The P<sup>y</sup> appears by George Bliss Esq<sup>r</sup> his  
 atty and the Def<sup>t</sup> by W<sup>m</sup> Bliss their atty come & defend the force  
 and Injury when &c. & renewing liberty severally to plead anew  
 upon trial of the appeal & consenting that the Trial on the Appeal  
 of this Action shall be final on their parts & that no review  
 shall be brought in their part for Plea now say that the P<sup>y</sup>  
 Declaration and the Matters & things therein contained are in  
 sufficient in Law to which they the said James Edward & Medad  
 are not holden by the Law of the Land to answer wherefore  
 for want of a sufficient Declaration in this behalf they pray  
 Judgment & judgment for their costs - And the said John Gaitskill  
 by his atty aforesaid consenting to the above recitation says his  
 Declaration is sufficient - Whereupon all & singular the Prem  
 ises being seen and by the Court understood it appears to the  
 Court that the Declaration aforesaid of the said John and by him  
 pleaded and the Matters therein contained are good & sufficient in  
 Law &c. It is therefore considered by the Court that the said John by his  
 Plea aforesaid do recover against the said James Edward & Medad Sixty  
 Pounds of Lawful Money Damages & Costs of suit taxed at £. 7. 16. 7  
 And now the said James Edward & Medad by their atty aforesaid appeal  
 from the Judgment of this Court to the Supreme Judicial Court  
 to be holden at Northampton aforesaid on the last Tuesday of Apr  
 next and he recognises with Sureties in the Law directed for the  
 said James Edward & Medad's procuring the same with  
 effect &c. as by said Recognizance on file does appear

Bliss vs  
 Ripley

Jan 7 1795

Alexander Bliss of Springfield in the County of Hampd. in the State of Mass.  
 Esq<sup>r</sup> vs Ebenezer Ripley of Springfield in the County of Sack. Esq<sup>r</sup> in a  
 Plea of the Law for that whereas the said Ebenezer at Springfield  
 aforesaid on the first Day of October in the Year of our said Sovereign  
 Lord the third & Ninety two was justly indebted to the P<sup>y</sup> in the sum  
 of seven Pounds three Shillings & six pence lawful Money  
 for diverse quantities & parcels of Leather then before that time  
 due by the said Ebenezer to the P<sup>y</sup> & thereafter his special Agents  
 and agents & Bondsmen &c. being so indebted the said Ebenezer  
 then & there in his declaration & thereupon undertook & to the P<sup>y</sup> with his  
 promise to pay him the same sum & amount &c. he should the

72  
be required - Also for that the said Ebenezer at Springfield on the  
same first day of October was justly indebted to the said Alexander in  
the other Sum of Four Pounds Nine Shillings Lawful Money for so  
much money then before that time by the said Ebenezer to the use  
of the Pl<sup>y</sup> had and received and being so indebted the said Ebenezer then  
and there in consideration thereof assumed on himself & promised  
the Pl<sup>y</sup> to pay him the same last mentioned Sum on Demand  
yet the said Ebenezer requested and particularly on the Tenth Day  
of October at Springfield aforesaid the said Ebenezer hath not paid  
the Pl<sup>y</sup> the same Sum or any pt of them but unjustly neglects  
it to the Damage of the said Alexander Fifteen Pounds -  
The Pl<sup>y</sup> appears at this Time & the Deft<sup>r</sup> the three times called to  
come into Court makes Default of appearance here Wherefore  
it is considered by the Court that the said Alexander do recover  
of the said Ebenezer Thirteen Pounds twelve shillings & two pence  
of Lawful Money Damages and Cost of Suit taxed at £1.1.7  
& thereof £1.1.7  
Execors<sup>d</sup> 25<sup>th</sup> Jan<sup>y</sup> 1795

Isaac Botiford of Southwick Yeoman in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Augustus Pease of Southwick Yeoman Deft<sup>r</sup>  
In a Plea of the Case for that the said Augustus at Southwick on  
the Thirtieth Day of August last past by his promissory Note un-  
der his hand of that Date for value received promised the Pl<sup>y</sup> to  
pay him the Sum of Nine Pounds sixteen shillings & seven pence  
Lawful Money on Demand with Lawful Interest for the same  
till paid yet the said Augustus the after the to requested  
hath never paid the same or any pt thereof but hitherto &  
still doth unjustly neglect & refuse so to do - To the Damage  
of the said Isaac twelve Pounds - The Pl<sup>y</sup> appears at this Time  
and the Deft<sup>r</sup> the three Times called to come into Court  
makes Default of appearance here Wherefore it is considered  
by the Court that the said Isaac do recover ag<sup>t</sup> the said Augustus  
Ten Pounds of Law one Shilling & eight pence of Lawful Money  
Damages Cost of Suit taxed at £1.9.4 & thereof £1.9.4  
Execors<sup>d</sup> 26<sup>th</sup> Jan<sup>y</sup> 1795

William Norcrop of Monnow in the County of Hampshire Innholder  
Pl<sup>y</sup> vs Shadrach Thompson of Palmer in S<sup>t</sup> County Yeoman Deft<sup>r</sup>  
In a Plea of the Case for that the said Shadrach at Palmer in S<sup>t</sup> County  
on the twenty fifth Day of April in the Year of our Lord Mille-  
ten Hundred & Ninety four by his promissory Note of that Date  
for value rec<sup>d</sup> promised the said William to pay him or his Order  
Five Pounds sixteen shillings & four pence Lawful Money by the  
first Day of October then next ensuing with Lawful Interest  
for the same till paid yet the said Thompson requested the said William

Botiford vs  
Pease  
Jan<sup>y</sup> 20 1795

Norcrop vs  
Thompson  
Jan<sup>y</sup> 21 1795

hath never paid the same or any part thereof but hath to date  
and still ~~doth~~ unjustly neglected - , To the Damage of the  
said William Ten Pounds - And now the <sup>Pl</sup> appears & the  
Def<sup>t</sup> the three times called to come into Court makes  
Default of Appearance here wherefore it is considered by  
the Court that the <sup>d</sup> William do recover ag<sup>t</sup> this <sup>Cha</sup>  
Twenty Six Pounds one Shilling & seven pence of <sup>£</sup> 11<sup>7</sup>  
Damages & Costs of Suit taxed at <sup>£</sup> 1. 11. 7 & thereupon  
Exon<sup>r</sup> if <sup>d</sup> Jan<sup>y</sup> 26 1795

Phelps vs  
Fowler  
Jan<sup>y</sup> 23 1795

Oliver Phelps of Suffolk in the County of Hartford in the State of  
Connecticut Esq<sup>r</sup> <sup>Pl</sup> vs David Fowler Jun<sup>r</sup> of Southwicks in  
the County of Hampshire Gent<sup>l</sup> Def<sup>t</sup> In a Plea of Debt for  
that whereas the <sup>d</sup> Oliver before the Justices of our Court of  
Common Pleas holden at Northampton within & for our  
County of Hampshire on the third Tuesday of May in  
the Year of our Lord one thousand seven hundred & thirty three  
by the consideration of said Justices recovered Judg<sup>t</sup> ag<sup>t</sup> the  
<sup>d</sup> David for the sum of twenty nine Pounds eight shillings  
and ten pence of <sup>£</sup> 11<sup>7</sup> Damages & One Pound ten shillings  
and one penny like Money for his Costs & charges by him about  
his suit in that behalf expended whereof the <sup>d</sup> David is con-  
vict as by the Record thereof before our Court remaining  
manifestly appears which Judg<sup>t</sup> is yet in full part not  
reversed discharged paid or satisfied & the <sup>an</sup> Exon<sup>r</sup> of the  
Price of one Shilling hath been duly paid and Judg<sup>t</sup> yet  
only the sum of five Pounds eight shillings hath been  
or received thereon & the same Execution remains & is  
returned for the residue of said sum wholly unsatisfied  
wherein Action hath accrued to the said Oliver to have  
and recover said sum of <sup>d</sup> David yet the <sup>of</sup> the <sup>re</sup> to  
requested in the <sup>d</sup> David hath not paid the same but  
unjustly denies so to do To the Damage of the <sup>d</sup> Oliver  
Thirty Pounds - And now the <sup>Pl</sup> appears & the Def<sup>t</sup> the  
three times called to come into Court makes Default of  
Appearance here - Wherefore it is considered by the Court  
that the <sup>d</sup> Oliver do recover ag<sup>t</sup> the <sup>d</sup> David twenty eight  
Pounds nine shillings & nine pence of <sup>£</sup> 11<sup>7</sup> Damages  
& Costs of Suit taxed at <sup>£</sup> 1. 11. 9 & thereupon  
Exon<sup>r</sup> if <sup>d</sup> Jan<sup>y</sup> 26 1795

Randall vs  
Foley & al  
Jan<sup>y</sup> 24 1795

Gerhard Randall of W. thington in the County of Hamp  
shire Gent<sup>l</sup> vs John Foley of Windsor in the County of Berks  
Esq<sup>r</sup> & al in a Plea of Debt for that whereas the said  
Foley & al were called upon to pay the said Randall the sum of  
one hundred & thirty shillings for a certain sum of money lent to  
the said Foley & al by the said Randall & the said Foley & al  
denied the same & the said Randall hath recovered Judg<sup>t</sup> ag<sup>t</sup> the  
said Foley & al for the sum of one hundred & thirty shillings  
of <sup>£</sup> 11<sup>7</sup> Damages & Costs of Suit taxed at <sup>£</sup> 1. 11. 9 & thereupon  
Exon<sup>r</sup> if <sup>d</sup> Jan<sup>y</sup> 26 1795

73  
lice of Truapp on the Case for that whereas the <sup>s</sup> John and Jonathan  
at Worthington afores on the fourth Day of July in the year of our  
S<sup>d</sup> M<sup>c</sup> Hounell seven Hundred and Ninety one by their Note in  
writing under their Hands of that date for value rec<sup>d</sup> promised the  
Pl<sup>t</sup> to pay him or his Order the sum of Fifty Silver Dollars equal the  
sum of Fifteen Pounds of Lawful M<sup>y</sup> to be paid in three years from  
the above date on aining within three years from the Date of the  
above Note above mentioned with lawful Interest till paid Inter-  
est to be paid Yearly yet the said John and Jonathan tho often  
requested and the Time of Payment has long since past have not  
nor has either of them performed their aforesaid Promises but neg-  
lect and refuse to do it To the Damage of the <sup>s</sup> Gershom twenty  
Pounds And now the Pl<sup>t</sup> appears & the Def<sup>t</sup> being three times  
called to come into Court make Default of appearance here  
Wherefore it is considered by the Court that the <sup>s</sup> Gershom do  
recover against the <sup>s</sup> John & Jonathan Fifteen Pounds Ten  
Shillings & ten pence of L<sup>y</sup> M<sup>y</sup> Damages & Costs of suit taxed  
at L<sup>y</sup> 9. 5 & thereof & given up Jan<sup>y</sup> 23<sup>d</sup> 1795

Spencer Whiting of Worthington in the County of Hampshire  
Merchant ~~vs~~ vs Aaron Town of Buckland in the County of Dorset  
Def<sup>t</sup> In a Plea of the Case for this that whereas the <sup>s</sup> Aaron  
at Worthington afores on the first day of July last past by  
his promissory Note of Hand of that Date for value rec<sup>d</sup> promised  
on Job Marsh to pay him or his Order five Pounds Thirteen Shillings  
and two pence (meaning L<sup>y</sup> on Demand with Interest  
meaning from the Date till paid) and Whereas afterwards in  
on the same Day at Worthington afores one part of the said  
Note being then paid the <sup>s</sup> Job Marsh by his endorsement in  
said Note with his proper hand subscribed assigned the same  
to the said Spencer & for value rec<sup>d</sup> appointed the contents  
thereof to be paid to the <sup>s</sup> Spencer of which the <sup>s</sup> Aaron after-  
wards immediately had Notice at Worthington afores by  
means of which said Promises and by force of the Law in  
such cases provided the said Aaron became liable to pay  
the contents of the <sup>s</sup> Note to the <sup>s</sup> Spencer according to the  
Tenour & effect of the <sup>s</sup> Note and endorsement thereon as afores  
and being so liable the <sup>s</sup> Aaron in Consideration thereof  
assumed in himself & promised the <sup>s</sup> Spencer that there  
to pay the same sum on demand yet the <sup>s</sup> Aaron tho  
often requested hath never performed his <sup>s</sup> Promise  
but refuses to do it To the Damage of the <sup>s</sup> Spencer twenty  
Pounds & now the Pl<sup>t</sup> appears & the Def<sup>t</sup> the three times  
called to come into Court makes Default of appearance here  
wherefore it is considered by the Court that the <sup>s</sup> Spencer do recover against  
the <sup>s</sup> Aaron five Pounds Sixteen Shillings & eleven pence of lawful M<sup>y</sup>

Whiting vs  
Town  
Jan<sup>y</sup> 25<sup>d</sup> 1795

Damages and Costs of Suit taxed at £1.3.9 & thereof 8/-  
Exord. 23<sup>rd</sup> Jan<sup>y</sup> 1795

Whiting vs Spencer  
Kee  
Jan<sup>y</sup> 24 1795  
Spencer Whiting of Worthington in the County of Hampshire  
Merchant Plys Joth Third of Hawley in S<sup>t</sup> County Yeoman Deft  
In a Plea of Trespass on the Case for that whereas the Deft at  
Worthington aforesaid on the twelfth Day of December current  
by his Note in writing under his Hand of that Date for Value  
received promised the P<sup>r</sup> Spencer to pay him or Order Seventeen  
Pounds ten shillings and eleven pence & Money in Demand with  
Interest yet the Deft tho often requested hath never per-  
formed his said promise but refused to do so - To the Damage  
of the P<sup>r</sup> Spencer Thirty Pounds - & now the P<sup>r</sup> appears  
& the Deft tho three Times called to come into Court makes  
Default of appearance here - Wherefore it is considered  
by the Court that the P<sup>r</sup> Spencer do recover ag<sup>t</sup> the Deft  
Seventeen Pounds twelve shillings & eight pence of & Money  
Damages & Costs of Suit taxed at £1.0.5 & thereof 8/-

Exord. 23<sup>rd</sup> Jan<sup>y</sup> 1795

Philps vs  
Gillet  
Jan<sup>y</sup> 30 1795  
Oliver Philps of Suffolk in the County of Hartford State of Con-  
necticut Esq<sup>r</sup> Ply vs John Gillet of Rutland in the County of  
Worcester Yeoman otherwise called John Gillet of Exford in  
County of Worcester Yeoman Deft In a Plea of Trespass  
on the Case for that the Deft John at Greenwich in S<sup>t</sup> County of  
Hampshire on the eleventh Day of April in the year four  
Thousand seven hundred & eighty three by his Note  
in writing under his hand of that Date for Value received from  
the P<sup>r</sup> to pay him or his Order Eleven Pounds & eleven  
shillings in Silver or Gold meaning & Money in Demand  
with Interest for the same until paid yet the Deft John tho  
often requested hath never paid the Contents of the Note or any  
part thereof but unjustly neglected it - To the Damage  
of the P<sup>r</sup> Oliver Thirty Pounds - & now the P<sup>r</sup> appears &  
the Deft tho three Times called to come into Court makes  
Default of appearance here Wherefore it is considered by  
the Court that the P<sup>r</sup> Oliver do recover ag<sup>t</sup> the Deft John  
Eleven Pounds one shilling & nine pence of & Money  
& Costs of Suit taxed at £1.4.7 & thereof 8/-

Exord. 23<sup>rd</sup> Jan<sup>y</sup> 1795

Noble vs  
Tremblat  
Jan<sup>y</sup> 30 1795  
Geo Noble of Westfield in the County of Hampshire Yeoman  
Ply vs Moses Tremblat & Samuel Tremblat both of Westfield  
in S<sup>t</sup> County Yeoman Deft In a Plea of Trespass on the  
Case for that the P<sup>r</sup> Moses & Samuel at Westfield on the third  
Day of May in the year four Thousand seven hundred

Twenty one by their Note in Writing under their hands of that date for value received promised the P<sup>y</sup> to pay him Ten Pounds & Thirteen Shillings & pence to be paid in neat Cattle at Cash Price by the first day of January next with Interest for the same after the expiration of five Months from the date of said Note until paid & the P<sup>y</sup> avers that he hath ever been ready to receive the same neat Cattle according to the Tenor of said Note yet the D<sup>s</sup> Moses & Samuel tho' often requested have not either of them paid the Contents of said Note or any p<sup>t</sup> thereof but unjustly neglected it to the Damage of the D<sup>s</sup> Gad Noble Sixteen Pounds & now the P<sup>y</sup> appears & the D<sup>s</sup> Gad tho' three times called to come into Court make Default of appearance here wherefore it is considered by the Court that the D<sup>s</sup> Gad Noble do recover against the D<sup>s</sup> Moses & Samuel Seven Pounds five Shillings & eight pence of & his Damages and Costs of Suit taxed at L. 1. 0. 0 & there of &c  
Decem<sup>r</sup> 15<sup>th</sup> Jan<sup>y</sup> 20 1795

Peter Ludlow of the City County & State of New York Merchant P<sup>y</sup> vs Clements Sumner of Bethlehem in the County of Berks-  
shire Yeoman Deft<sup>r</sup> In a Plea of Trespass on the case for that the said Sumner at Northampton on the twenty Ninth Day of August last past by his Note in Writing under his hand of that Date for value received promised one John Phelps to pay him by Order the Sum of four Pounds & three pence half penny & his Demand with Interest until paid & afterwards to wit on the same twenty Ninth Day of August afores<sup>d</sup> at Northampton afores<sup>d</sup> the D<sup>s</sup> Phelps by his indorsement on the same Note ordered the Contents thereof to be wholly due & unpaid to be paid the P<sup>y</sup> for value received of which the D<sup>s</sup> Sumner then & there had due Notice & thereby became liable to pay the Contents of said Note to the P<sup>y</sup> according to the Tenor thereof and the D<sup>s</sup> Indorsement & being so liable the D<sup>s</sup> Sumner promised the P<sup>y</sup> so to do yet the D<sup>s</sup> Sumner tho' often requested hath never paid the Contents of Note or any p<sup>t</sup> thereof but unjustly neglected it to the Damage of the D<sup>s</sup> Peter Ludlow Ten Pounds & now the P<sup>y</sup> appears & the D<sup>s</sup> Sumner tho' three times called to come into Court make Default of appearance here wherefore it is considered by the Court that the D<sup>s</sup> Peter do recover against the D<sup>s</sup> Clements Four Pounds two Shillings & three pence of & his Damages & Costs of Suit taxed at L. 1. 4. 3 & there of &c  
Decem<sup>r</sup> 15<sup>th</sup> Jan<sup>y</sup> 20 1795

Ludlow vs  
Sumner  
Jan<sup>y</sup> 36 1795

Peter Ludlow of the City County & State of New York Merchant P<sup>y</sup> vs James Case of London in the County of Berkshire Gent<sup>l</sup> Deft<sup>r</sup> In a Plea of Trespass on the case for that the D<sup>s</sup> James at Northampton on the eleventh Day of April last past by his Note in Writing under his hand of that date for value received promised one John Phelps to pay him by Order the Sum of twelve Pounds

Ludlow vs  
Case  
Jan<sup>y</sup> 39 1795

and four shillings & 1/2 My on Demand with Interest untill paid  
 & afterwards to wit on the same eleventh Day of April after  
 at Northampton aforesaid the D<sup>r</sup> John by his endorsement on  
 a Note endorsed the Contents of said Note then wholly due & un-  
 paid to be paid the P<sup>y</sup> for value rec<sup>d</sup> of which the D<sup>r</sup> James has  
 notice & thereby became chargeable to pay the Contents of  
 said Note to the P<sup>y</sup> according to the Tenour thereof & the D<sup>r</sup>  
 endorsement & being so chargeable the D<sup>r</sup> James then & there-  
 promised the P<sup>y</sup> so to do. Yet the D<sup>r</sup> James tho' often reques-  
 ted hath never p<sup>d</sup> the Contents of said Note or any p<sup>t</sup> thereof  
 but unjustly neglected it. To the Damage of the P<sup>r</sup> Peter Six  
 low twenty Pounds. And now the P<sup>y</sup> appears & the  
 D<sup>r</sup> Peter three times called to come into Court makes Def<sup>t</sup>  
 of appearance here. Wherefore it is considered by the Court  
 that Peter do recover against the D<sup>r</sup> James Twelve Pounds  
 Fifteen Shillings and four Pence of & 1/2 My Damages & Costs  
 of Suit taxed at £1.12.11 & thereof.

Exon ifs Jan'y 28 1795

Pathway vs Hunt  
 Jan'y 40 1795  
 Asahel Pathway of Suffolk in the County of Hartford & State  
 of Connecticut Esq<sup>r</sup>. P<sup>y</sup> vs James Hunt of Williamsburgh in the  
 County of Hampshire Yeoman Def<sup>t</sup>. In a Plea of Trespass  
 on the Case for that the D<sup>r</sup> James at S<sup>t</sup> Williamsburgh on  
 the eleventh Day of March last past by his Note in Writing  
 under his hand of that date for value rec<sup>d</sup> promised the  
 P<sup>y</sup> to pay him by the last Day of the then next October  
 Thirty two Pounds Nineteen Shillings & 6 meaning Thirty  
 two Pounds Nineteen Shillings & six pence Lawful M<sup>y</sup>  
 with lawful Interest untill paid Yet the D<sup>r</sup> James tho' often  
 requested hath never paid the Contents of his P<sup>r</sup> Note nor  
 any part of the same but unjustly neglected it to the Dam-  
 age of the P<sup>r</sup> Asahel Sixty Pounds. And now the P<sup>y</sup> appears & the  
 D<sup>r</sup> James three times called to come into Court makes Def<sup>t</sup>  
 of appearance here. Wherefore it is considered by the Court that  
 the P<sup>r</sup> Asahel do recover against the D<sup>r</sup> James Thirty four Pounds  
 Twelve Shillings & 1/2 My Damages & Costs of Suit taxed at £2.2.  
 of which the D<sup>r</sup> James appears by his Plea to the Court to be the Supreme

adjudicial Court to be holden at Northampton aforesaid on the last Tuesday 75  
of April next and he recognises with securities as the Law directs for  
to James prosecuting the same with effect &c. as by S. Recognizance  
in file does appear.

John Phelps of Westfield in the County of Hampshire Esq<sup>r</sup> Pl<sup>r</sup> vs  
Noble Dewey of Westfield aforesaid Yeoman Def<sup>t</sup> In a Plea of Tres  
pass on the Case for that the said Noble at S<sup>d</sup> Westfield on the twenty  
eighth Day of January in the Year of our Lord One Thousand Seven  
hundred and Ninety three by his Note of that Date for value  
received promised the said John to pay him or Order the Sum of  
Fifteen Pounds £ 15<sup>0</sup> by the first Day of March then next with the  
lawful Interest till paid. Yet the S<sup>d</sup> Noble Dewey tho' often there  
to requested hath not performed his S<sup>d</sup> promise but wholly  
neglects so to do. To the Damage of the S<sup>d</sup> John Eighteen  
Pounds. And now the Pl<sup>r</sup> appears & the Def<sup>t</sup> the three Times  
called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the S<sup>d</sup> John do re  
cover against the S<sup>d</sup> Noble Sixteen Pounds Sixteen Shillings  
of £ 15<sup>0</sup> Damages and Costs of Suit taxed at £ 1. 7. 7 & thereof

Phelps vs  
Dewey  
Jan'y 11 1795

Exec<sup>d</sup> in April 30<sup>th</sup> 1795

Nathaniel Ely of Longmeadow in the County of Hampshire  
Pl<sup>r</sup> vs William Pinniman of Westminster in the County of  
Worcester Yeoman Def<sup>t</sup> In a Plea of the Case for that S<sup>d</sup> Willi  
am at S<sup>d</sup> Northampton on the sixteenth Day of May in the  
Year of our Lord one Thousand Seven Hundred & Ninety one  
by his promissory Note under his hand of that date for  
valued promised the Pl<sup>r</sup> to pay him or his Order the Sum  
of Six pounds fourteen Shillings & six pence Lawful Money  
on Demand with Lawful Interest for the same till paid.  
Yet S<sup>d</sup> William tho' often there to requested hath never paid  
the Pl<sup>r</sup> the same Sum or in any way performed the same but  
unjustly neglects & refuses to do it. To the Damage of the S<sup>d</sup>  
Nath<sup>n</sup> Ten Pounds and now the Pl<sup>r</sup> appears and the Def<sup>t</sup>  
the three Times called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court  
that the S<sup>d</sup> Nath<sup>n</sup> do recover against the S<sup>d</sup> William Four Pounds  
Eleven Shillings & one penny of Lawful Damages & Costs of Suit taxed  
at £ 1. 15. 5 & thereof

Ely vs  
Pinniman  
Jan'y 15 1795

Exec<sup>d</sup> in Jan'y 25 1795

Bull vs  
Coggswell

Jan<sup>y</sup> 26 1795

David Bull of Hartford in the County of Hartford State of Con-  
necticut Ironmaster My or William Coggswell of Marlborough  
in the County of Middlesex Shipkeeper Deft<sup>r</sup> In a Plea of the  
Case for that said William at S<sup>t</sup> Northampton on the first  
Day of December in the Year of our Lord One thousand Seven  
Hundred & Ninety one by his promissory Note under his hand  
of that date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him the  
Sum of Twenty Pounds Law<sup>y</sup> by the first Day of April in  
the Year of our Lord One thousand Seven hundred & Ninety  
four with Lawful Interest for the time till paid & Interest  
to be paid Annually from April then next Yet S<sup>t</sup> William  
Coggswell tho<sup>t</sup> often thereto requested hath never paid the Pl<sup>y</sup>  
the same Sum or in any way performed his S<sup>d</sup> Promise  
but unjustly neglects & refuses to do it to the Damage of  
the S<sup>t</sup> David One Hundred Pounds & now the Pl<sup>y</sup> appears &  
the Deft<sup>r</sup> tho<sup>t</sup> three times called to come into Court makes  
Default of appearance here Wherefore it is considered by the  
Court that the said David do recover against the said  
William Eighty one Pounds Nineteen Shillings & eight  
pence of Law<sup>y</sup> Damages and Costs of Suit taxed at 5s. 15s. 3  
& thereof &c

Exon<sup>r</sup> in Jan<sup>y</sup> 26 1795

Miller vs  
Taylor & al  
Jan<sup>y</sup> 27 1795

Abijah Miller of Glastenbury in the County of Hartford &c  
State of Connecticut Yeoman Pl<sup>y</sup> vs Sarah Taylor Yeoman  
and Elisha Taylor Yeoman both of South Hadley in the  
County of Hampshire Deft<sup>r</sup> In a Plea of the Case for  
that S<sup>t</sup> Sarah & Elisha at S<sup>t</sup> South Hadley on the Third  
Day of June in the Year of our Lord one thousand Seven  
Hundred and Ninety by their promissory Note or Writing  
under their hands of that Date for value rec<sup>d</sup> promised  
the Pl<sup>y</sup> to pay him Eleven Pounds twelve Shillings & 10<sup>y</sup>  
or good merchantable White Pine Boards to be delivered  
at Lamb<sup>r</sup> Elderly so called by the first Day of August next  
ensuing the date of said Note & the Pl<sup>y</sup> says he was ready  
at S<sup>t</sup> time of payment to receive S<sup>d</sup> Board at Lamb<sup>r</sup> Elderly  
but the Deft<sup>r</sup> is of opinion yet S<sup>t</sup> Sarah & Elisha tho<sup>t</sup>  
often thereto requested have not nor hath either of them ever

76  
had the same Bonds to the Pl or in any way performed their  
Promise but unjustly neglect & refuse to do it - To the Damage  
of the Debitors Fifteen Pounds & now the Pl appears & the Deft  
tho' three Times called to come into Court make Default of appear-  
ance here wherefore it is considered by the Court that the said  
Debitors do recover against the Pl Twelve Pounds  
three shillings & four pence of & my Damages and Costs of suit  
taxed at £1.10.7 & there of &c

Exm ip Jan'y 26 1795

Aaron Gillet of Westfield in the County of Hampshire Merchant  
Pl vs Robert Williams of Westfield apsd Taylor Deft In a Plea  
of Trespass on the Case for that the D Robert at W Westfield on the twen-  
ty sixth day of February in the Year of our Lord one Thousand  
seven Hundred & Ninety four by his Note in Writing under his  
hand of that Date for value received promised the Pl to pay  
him or Order the Sum of four Pounds nine shillings & three pence  
& my meaning Lawful Money on demand & Interest till paid  
yet the said Robert tho' often requested hath never paid the con-  
tents of said Note but unjustly neglects it To the Damage of the  
said Aaron twelve Pounds & now the Pl appears & the De-  
fendant tho' three Times called to come into Court makes Default  
of appearance here wherefore it is considered by the Court  
that the S Aaron do recover against the D Robert Four Po-  
unds fourteen shillings & Ten pence of & my Damages &  
Costs of suit taxed at £1.7.7 & there of &c

Exm ip Jan'y 23 1795

Moses Church of Springfield in the County of Hampshire Inn  
keeper Pl vs Frederick Talley of Montgomery in the County of Hamp-  
shire apsd Merchant Deft In a Plea of Trespass on the Case  
for that the said Frederick at Springfield on the sixteen<sup>th</sup> Day  
of Jan'y in the Year of our Lord one Thousand seven Hundred  
& Ninety two by his promissory Note in writing under his  
hand of that date for value received promised the Pl to pay him  
or Order Thirteen Pounds two shillings and two pence Lawful  
Money on Demand with Interest for the same till paid yet  
the D Frederick tho' often requested hath never paid the  
contents of said Note but unjustly neglects it To the Damage  
of the S Moses thirty Pounds & now the Pl appears & the

Gillet v.  
Williams  
Jan'y 40 1795

Church v.  
Talley  
Jan'y 29 1795



of the said Isaac fifteen pounds & now the Pl<sup>y</sup> appears & the Def<sup>t</sup>  
the three times called to come into Court makes Default of ap  
pearance here wherefore it is considered by the Court that the  
Isaac do recover of the s<sup>d</sup> David Twelve pounds two shillings  
& two pence of 2<sup>d</sup> My Damages and Costs of Suit taxed at £1.11.3  
2<sup>d</sup> pence of 2<sup>d</sup>

Exon ip<sup>d</sup> Jan 26 1795

Alexander Blip of Springfield in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs Jacob Miller of West Springfield in s<sup>d</sup> County Gent<sup>l</sup> Def<sup>t</sup>  
In a Plea of the Case for that the s<sup>d</sup> Jacob at Northampton in s<sup>d</sup>  
County on the twenty ninth of Novem<sup>r</sup> in the Year of our Lord  
seventeen Hundred and Ninety three by his promisory Note of  
hand of that date for value received promised the Pl<sup>y</sup> to pay him  
or his Order the sum of six pounds eleven shillings & three  
farthings Lawful M<sup>y</sup> on Demand with Lawful Interest for  
the same till paid yet the said Jacob tho often thereto request  
ed hath never paid the same to Pl<sup>y</sup> or any way performed  
his s<sup>d</sup> Promise but unjustly neglects & refuses so to do -

To the Damage of the s<sup>d</sup> Alexander eight pounds & now the  
Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come into  
Court makes Default of appearance here wherefore it is  
considered by the Court that the said Alexander do recov  
er against the said Jacob seven pounds & two pence of  
2<sup>d</sup> My Damages & Costs of Suit taxed at £1.7.9 & there of 3<sup>d</sup>

Exon ip<sup>d</sup> Jan 26 1795

Alexander Blip of Springfield in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Zadock Stebbins of Wilbraham in s<sup>d</sup> County  
Yeoman Def<sup>t</sup> In a Plea of the Case for that the s<sup>d</sup> Zadock at  
Northampton aforesaid on the twelfth day of December in the  
Year of our Lord seventeen Hundred & Ninety three by his prom  
isory Note under his hand of that Date for value received promised  
the Pl<sup>y</sup> to pay him or his Order six pounds One shilling & four  
pence three farthings Lawful Money on Demand with Law  
ful Interest for the same till paid yet s<sup>d</sup> Zadock tho often  
thereto requested hath never paid the same or any part  
thereof but unjustly neglects & refuses so to do - To the Damage

of the said Alexander Ten pounds & now the Pl<sup>y</sup> appears &  
the Def<sup>t</sup> the three times called to come into Court makes  
Default of appearance here wherefore it is considered by the Court  
that the said Alexander do recover ag<sup>t</sup> the s<sup>d</sup> Zadock six pounds nine shillings &  
four pence of Lawful M<sup>y</sup> Damages & Costs of Suit taxed at £1.9.7 & there of 2<sup>d</sup>

77

Blip vs

Miller

Jan 61 1795

Blip vs

Stebbins

Jan 62 1795

Exon ip<sup>d</sup>

Jan 26 1795

Wells 2d vs Thomas Wells, Yeoman & Samuel Wells, Yeoman both of Dorset  
County  
Jan'y 65 1795  
Wells late of Dorset died and P<sup>r</sup> Martin Cooley of Dorset  
field a free Yeoman Deft In a Plea of the Case for that P<sup>r</sup>  
Martin at said Dorset on the twenty first Day of Decem<sup>r</sup>  
in the Year of our Lord Seventeen Hundred and Ninety one  
by his Note under his Hand of that date for value rec<sup>d</sup>  
promised the said Ebenezer being then alive to pay him  
or his Order the sum of two Pounds and four pence lawful  
Money on demand with lawful Interest for the same until  
paid and said Thomas and Samuel aver that the same  
Note was never transferred to any person Also for that  
P<sup>r</sup> Martin at Dorset on the twenty third day of April  
in the Year of our Lord Seventeen Hundred & Ninety two by  
his other Note under his hand of that date for value rec<sup>d</sup> prom  
ised the said Ebenezer being then alive to pay him or his Or  
der the sum of one Pound thirteen Shillings & nine pence  
lawful M<sup>y</sup> on demand with lawful Interest for the same  
Annually until paid and said Thomas and Samuel aver  
that the same Note was never transferred to any person  
Also for that P<sup>r</sup> Martin at Dorset on the fourteenth Day  
of August in the Year of our Lord Seventeen Hundred and  
Ninety three by his other Note under his Hand of that date  
for value rec<sup>d</sup> promised the said Ebenezer being then alive to  
pay him the sum of twelve Shillings and two pence  
lawful M<sup>y</sup> on demand with lawful Interest for the same  
until p<sup>d</sup> yet said Martin tho<sup>t</sup> often requested that Ebenezer  
performed any credit of his said Promises to the P<sup>r</sup> Ebenezer  
during his life time nor to his said Administrators since  
his decease but neglects it To the Damage of the said Thomas  
and Samuel eight Pounds & now the P<sup>r</sup> appears the  
Deft hath no time called to come into Court make his  
plea of appearance here. Wherefore it is considered  
by the Court that the P<sup>r</sup> Thomas & Samuel do recover of  
the said Martin this sum of eight Pounds & four pence of M<sup>y</sup> Damage  
and Costs but taxed at £8. 4. 0. & there is  
Exec<sup>d</sup> in the Jan'y 1795

70  
Braster Lyman of Northampton in the County of Hampshire Gent.  
Pls vs Elijah Norton Junr of Northampton in the County of said Trader  
Defdt In a plea of Trespass on the Case for that the said Norton at said  
Northampton on the twenty ninth Day of August last past in Consider  
ation that the said Lyman at the special Instance and request of  
the said Norton had then before that time sold & delivered to him di  
vers goods Wares and Merchandizes appraised on him up to the sd  
Lyman then and there faithfully promised to pay him therefor  
so much money as the same Goods Wares and Merchandizes at the  
Time of Sale and delivery thereof were then reasonably worth  
wherein he should be thereto afterwards requested & the Interest thereof  
& the sd Lyman avers that the same Goods Wares and Merchand  
ises at the Time of Sale & delivery thereof were then worth the  
Sum of twenty seven Pounds sixteen Shillings and one penny  
of which the sd Norton then afterwards the same Day had notice  
but tho' often thereto requested hath never paid the aforesaid  
Sum to said Lyman but neglects it to the Damage of the sd Lyman  
thirty Pounds & now the Pl appears & the Defdt tho' three  
Times called to come into Court makes Default of appearance  
here, Wherefore it is considered by the Court that the sd  
Lyman do recover against the sd Norton twenty six Pounds  
and one penny of & my Damages and Costs of Suit taxed at  
£1-1-7 & thereof &c. Execution up<sup>d</sup> Jan<sup>y</sup> 26<sup>th</sup> 1795

Samuel Lyman of Hartford in the County of Hartford & State of Connecticut Trader  
Pls vs Timothy Goldsmith of Belcher town in the County of Hampshire Trader  
Defdt In a Plea of trespass on the Case for that the sd Goldsmith at sd Hartford to  
wit at said Northampton on the twenty third day of August  
in the year of our Lord seventeen hundred & ninety four by  
his Notion Writing under his Hand of that date for Value  
received promised the sd Samuel to pay him or Order twelve  
Pounds on demand with Interest yet the sd Goldsmith tho'  
often thereto requested hath never paid the Contents of sd Note  
but neglects it to the Damage of the sd Samuel twenty Pounds  
& now the Pl appears & the Defdt tho' three Times called to  
come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the sd Samuel  
do recover ag<sup>t</sup> the sd Timothy Twelve Pounds six Shillings  
of & my Damages & Costs of Suit taxed at £2-2-1 & thereof &c.  
Execution up<sup>d</sup> Jan<sup>y</sup> 26<sup>th</sup> 1795

Lyman vs Erastus Lyman of Northampton in the County of Hampshire  
Bisbee Shire Gent<sup>r</sup> vs Luther Bisbee of Cummington in  
July 71 1795 the County refers<sup>d</sup> Gent<sup>r</sup> the wine called Luther Bisbee  
of Cummington Yeoman Deft<sup>r</sup> In a Plea of Trespass  
on the Case for that the S<sup>d</sup> Bisbee at N<sup>o</sup> Northampton on  
the twelfth day of Sept<sup>r</sup> in the year past sold seven ten  
hundred and ninety four in consideration that the S<sup>d</sup>  
Lyman at the special instance and request of the S<sup>d</sup>  
Bisbee had then before that time sold and delivered to  
him the S<sup>d</sup> Bisbee divers Goods Wares and Merchandises  
to the S<sup>d</sup> Bisbee a pound on himself and to the S<sup>d</sup> Lyman  
thence their faithfully promised to pay him therefor  
so much money of the same Goods Wares and Merchandises  
at the time of sale and delivery thereof were there reason-  
ably worth and the interest of the same when he should be  
there requested and the S<sup>d</sup> Lyman that the same Goods Wares  
and Merchandises at the time of sale and delivery thereof  
were then reasonably worth the sum of seven Pounds Nine  
Shillings six pence according to the schedule annexed  
but this Bisbee tho<sup>o</sup> often there requested hath never  
paid the same but unjustly neglected it to the damage  
of the S<sup>d</sup> Erastus Ten Pounds & now tho<sup>o</sup> appears the  
Deft<sup>r</sup> the three times called to come into Court makes default  
of appearance here. Wherefore it is considered by the Court  
that the said Erastus recover against the S<sup>d</sup> Luther  
seven Pounds Nine Shillings six pence of 2<sup>d</sup> 1/2<sup>d</sup> damages &  
costs of suit taxed at 2<sup>d</sup> 1/2<sup>d</sup> 1/2<sup>d</sup> thereof &c

Exon<sup>r</sup> 1<sup>st</sup> July 26 1795

G. Gorman vs John Gorman of South Hilday in the County of Hampshire  
Goldsmith vs John Timothy Goldsmith of Richmond in the County  
July 72 1795 along<sup>r</sup> Trader Deft<sup>r</sup> In a Plea of Trespass on the Case for that  
the S<sup>d</sup> Goldsmith at N<sup>o</sup> South Hilday on the 1<sup>st</sup> Friday of June  
in the year past sold seven ten hundred & ninety two by  
his Note in writing under his hand of that Date for sale  
and promised that the S<sup>d</sup> Gorman to pay him the sum of  
one thousand and thirty pounds six Shillings six pence  
& so on and but the S<sup>d</sup> Goldsmith tho<sup>o</sup> often there requested  
hath never paid the contents of S<sup>d</sup> Note but neglected it to the  
damage of the said John Gorman two hundred pounds

and now the <sup>8<sup>ca</sup></sup> ~~Pl~~ appears & the ~~Def<sup>t</sup>~~ the three times called to come  
into Court makes Default of appearance here. Wherefore  
it is considered by the Court that the said ~~Pl~~ do recover against  
said ~~Def<sup>t</sup>~~ the sum of sixty two pounds sixteen shillings & six pence  
Damages & Costs of which taxed at £ 11 2s 7d & thereupon  
Exon<sup>d</sup> Jan 11. 1766

79

Chilias Smith & Windsor Smith both of Hadley in the County of <sup>8<sup>ca</sup></sup> Smith &  
Hampshire joint Dealers in Trade ~~Pls~~ vs Samuel Stevens &  
Jetho Wood both of the District of Northampton in <sup>8<sup>ca</sup></sup> County York. July 73 1795  
Def<sup>s</sup> In a Plea of Trisap on the Case for that the said Stevens &  
Wood at Hadley on the thirtieth Day of November in the year  
of our Lord nineteen Hundred and Ninety two by their Notions  
writing under their Hands of that Date for Value received promised  
the <sup>8<sup>ca</sup></sup> Chilias & Windsor to pay them the sum of Six Pounds  
& 10 (meaning Lawful Money) to be paid in the Month of  
February then next with Interest till paid yet the <sup>8<sup>ca</sup></sup> Stevens  
and Wood tho' often thereto requested have never paid the  
Contents of said Note but unjustly neglected it to the Damage  
of the <sup>8<sup>ca</sup></sup> Chilias & Windsor Ten Pounds & now the ~~Pls~~ ap  
pear & the ~~Def<sup>s</sup>~~ the three times called to come into Court  
make Default of appearance here. Wherefore it is consider  
ed by the Court that the said Chilias and Windsor do re  
cover against the <sup>8<sup>ca</sup></sup> Stevens & Wood Six Pounds eight shill  
ings & eight pence of Lawful M<sup>y</sup> Damages & Costs of Suit  
taxed at £ 1. 1. 1 & there of &c. Exon<sup>d</sup> of July 24 1795

Samuel Parsons of Northampton in the County of Hampshire <sup>8<sup>ca</sup></sup> Parsons vs  
~~Pl~~ vs James Wales of Norwich in the County of <sup>8<sup>ca</sup></sup> Wales  
In a Plea of Trisap on the Case for that the <sup>8<sup>ca</sup></sup> Wales at Chester  
in the County of <sup>8<sup>ca</sup></sup> in the eighteenth Day of December in  
the year of our Lord nineteen Hundred & Ninety three by his  
Note in writing under his hand of that Date for Value received  
promised the <sup>8<sup>ca</sup></sup> Parsons to pay him twelve Pounds lawful  
Money at or before the first Day of Sept<sup>r</sup> then next with In  
terest for the same till paid yet the <sup>8<sup>ca</sup></sup> Wales altho' thereto re  
quested since the 5<sup>th</sup> Day of Sept<sup>r</sup> hath never paid the contents  
of <sup>8<sup>ca</sup></sup> Note but neglected it to the Damage of the said Samuel  
Fifteen Pounds & now the ~~Pl~~ appears & the ~~Def<sup>t</sup>~~ the three

times called to come into Court makes Default of appearance  
here. Wherefore it is considered by the Court that the  
Plaintiff recover against the Defendant Ten Pounds five shil-  
lings & Ten pence of & My Damages and Costs of suit taxed  
at £1.1.1 & thereof &c. Exon. p. Day 26<sup>th</sup> 1795

Baker vs  
Albe

Day 76 1795

Thos Baker of Northampton in the County of Hampshire  
Yeoman Deft vs Josph. Albe of Wilbraham in the  
County of Leicestershire otherwise called Esq. Albe of Wilbraham  
Plaintiff Deft In a Plea of Trespass on the Case for that  
the said Josph. Albe doth at Northampton find on  
the Ninth Day of November in the Year of our Lord Seventeen  
hundred and Ninety-two by his Note in writing under his  
hand of that date for Value received promised the said Baker  
to pay him the sum of Three pounds & M<sup>o</sup>. (meaning law-  
ful Money) in which Year Indian Corn at Southprie  
by the first of November then next & Interest from then  
until paid & the Defendant that he was ready at the Time  
last aforesaid at Northampton to receive the said What  
Indian Corn in discharge of the Note amounting to the  
Tincour and effect of the same & yet the said Albe has never  
paid the same To the Damage of the said Baker Ten Pounds  
& now the Plaintiff appears & the Deft. has three times called to  
come into Court makes Default of appearance here.

Wherefore it is considered by the Court that the Plai-  
ntiff recover against the said Josph. Albe Ten Pounds five  
shillings six pence of & My Damages & Costs of suit  
taxed at £1.3.7 & thereof &c. Exon. p. Day 26<sup>th</sup> 1795

Replevin  
19 Jones

Day 77 1795

Thomas Bridgman & Sons Rice Merchants of Northampton in the  
County of Hampshire joint Debtors in the Replevin of Corn  
vs Robert Jones of the District of Northampton in the  
County of Leicestershire Deft In a Plea of the Trespass on the Case for that  
the said Jones at Northampton on the particular day of Sept  
in the Year of our Lord Seventeen hundred and Ninety-four  
by his Note in writing under his hand of that date for  
Value received promised the said Jones to pay them Nine Pounds & M<sup>o</sup>.  
(meaning lawful Money) in Law M<sup>o</sup>. at 3 p. 6d in a

before the first day of October then next & the D<sup>s</sup> over that they were  
ready at Northampton on the 1<sup>st</sup> day of October to receive D<sup>s</sup>  
Hides in discharge of said Note but the D<sup>s</sup> James did not deliver the  
same nor has he tho<sup>t</sup> often requested ever paid D<sup>s</sup> Note but neglects  
it - To the Damage of the said Bridgman & Rice Twenty Pounds  
now the D<sup>s</sup> appear and the D<sup>s</sup> the three times called to come  
into Court makes Default of appearance there - Wherefore  
it is considered by the Court that the D<sup>s</sup> Bridgman & Rice  
recover against the said James Five Pounds Three Shillings  
and Eight pence of D<sup>s</sup> Damages & costs of suit taxed at  
£1. 3 s thereof &c

Done in the City of London the 24<sup>th</sup> day of July 1795

Thomas Bridgman & Aaron Rice both of Northampton in  
the County of Hampshire joint Dealers in the Business of Tan-  
ning D<sup>s</sup> vs Timothy Goldsmith of Belberrtown in the County  
of Dorset Def<sup>t</sup> In a Plea of Trespass on the Case for that  
the D<sup>s</sup> Goldsmith at Belberrtown on the twelfth Day of  
August last by his Note in Writing under his Hand of that  
date for value re<sup>d</sup> promised the D<sup>s</sup> Bridgman & Rice under the  
Terms of Bridgman & Rice to pay them Fifteen Pounds in  
New Hides at three pence p<sup>lb</sup> by the first day of October  
then next meaning to pay Interest after 1<sup>st</sup> day of October  
& the D<sup>s</sup> Bridgman & Rice aver that they were ready to re-  
ceive D<sup>s</sup> New Hides of D<sup>s</sup> Goldsmith at Northampton on the  
1<sup>st</sup> Day of October but the D<sup>s</sup> Goldsmith hath not at that  
Time or since ever delivered the same or in any way fulfil-  
led his D<sup>s</sup> Promise - Also for that the D<sup>s</sup> Goldsmith at Bel-  
berrtown on the eighteenth Day of August last past by his other  
Note in writing under his hand of that date for value  
re<sup>d</sup> promised the D<sup>s</sup> Bridgman & Rice to pay them the  
sum of seven Pounds two Shillings & Ten pence on Demand  
with Interest till paid - Also for that the D<sup>s</sup> Goldsmith at  
Belberrtown on the Day of the purchase of the Writ being  
justly indebted to the D<sup>s</sup> Bridgman & Rice in the sum of  
Six Pounds fifteen Shillings & four pence for value & that then  
before that Time sold and delivered by the D<sup>s</sup> Bridgman & Rice  
to the D<sup>s</sup> Goldsmith at his special Instance and request &  
in Consideration thereof assumed on himself and to the D<sup>s</sup> Bridg-  
man & Rice faithfully promised to pay them the same sum  
when there afterwards requested yet the D<sup>s</sup> Goldsmith tho<sup>t</sup>  
often the note requested hath never p<sup>d</sup> the same or in any way

20

Bridgman & Rice  
vs Goldsmith  
July 29 1795

fulled either of his s<sup>d</sup> Remains after To the Damage of the said  
Bridgman & Rice Forty pounds & now the Pl<sup>y</sup> appears & the  
Def<sup>t</sup> though three times called to come into Court makes  
Default of appearance here. Wherefore it is considered by  
the Court that the s<sup>d</sup> Bridgman & Rice recover against the s<sup>d</sup>  
Goldsmith twenty two pounds twelve shillings & three pence  
of s<sup>d</sup> My Damages & Costs of suit taxed at £1.1.1 & thereof

Exon<sup>d</sup> in Jan<sup>y</sup> 26<sup>th</sup> 1795

Rice vs  
James  
Jan<sup>y</sup> 02 1795  
Mattathias Rice of Woburn in the County of Worcester Phy-  
sician vs Solomon James of Brimfield in the County of  
Hampshire Clothier Def<sup>t</sup> in a Plea of the case for that  
the s<sup>d</sup> Solomon at s<sup>d</sup> Brimfield on the twenty sixth Day of  
August last past by his promising of Note under his hand of  
that Date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him on De-  
mand seven pounds Lawful M<sup>y</sup> with Interest for the same  
till paid yet the Pl<sup>y</sup> often requested the said Solomon has never  
paid the same but neglected to do it To the Damage of the  
said Mattathias twelve pounds & now the Pl<sup>y</sup> appears  
and the Def<sup>t</sup> though three times called to come into Court makes  
Default of appearance here. Wherefore it is considered by  
the Court that the said Mattathias seven pounds three shillings  
and eight pence of Lawful M<sup>y</sup> Damages & Costs of suit taxed  
at £1.15.9 & thereof

Exon<sup>d</sup> in Jan<sup>y</sup> 26<sup>th</sup> 1795

Hindall vs  
Wilmington  
Jan<sup>y</sup> 03 1795  
Lucas Hindall of Guilford in the County of Windham & State  
of Vermont Yeoman vs Jonathan Wilmington of War-  
wick in the County of Hampshire Yeoman Def<sup>t</sup> in  
a Plea of the case for that the s<sup>d</sup> Wilmington at s<sup>d</sup> Warwick  
on the first Day of June in the year of our Lord seventeen  
hundred & ninety two by his Note under his hand of that  
Date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or his Executors  
Twenty M<sup>y</sup> & the Interest within two years from the Date  
of said Note which time has elapsed yet the s<sup>d</sup> Jonathan  
Wilmington the Pl<sup>y</sup> often requested the same sum & Interest  
has not paid but neglected it To the Damage of the s<sup>d</sup> Luc  
Hindall ten pounds & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> though three  
times called to come into Court makes Default of appearance  
here. Wherefore it is considered by the Court that the s<sup>d</sup> Hindall  
recover ag<sup>t</sup> the s<sup>d</sup> Wilmington eight pounds three shillings &

in fine of L<sup>ts</sup> Damages and Costs of Suit taxed at £1.15.9  
 Exon ip<sup>d</sup> Jan<sup>y</sup> 23 1795

Noah James of the District of Southampton in the County of Hamp  
 shire Pl<sup>ff</sup> vs Anabel James of S<sup>d</sup> Southampton Trader alias Yeoman  
 Def<sup>t</sup> In a Plea &c, as set forth in the Declaration on File &c,  
 And now the Pl<sup>ff</sup> appears & the Def<sup>t</sup> tho' three times called to come  
 into Court makes Default of Appearance here. Wherefore

James vs  
 James  
 Jan<sup>y</sup> 05 1795

John Taylor of the City County and State of New York Merchant  
 Pl<sup>ff</sup> vs Seth Dwight of Williamsburgh in the County aforesaid  
 Hampshire Gent<sup>l</sup> Def<sup>t</sup> In a Plea of Trespass on the Case for  
 that the said Seth of New York to wit at Northampton aforesaid on the  
 Ninth Day of December in the Year of our Lord One Thousand Seven  
 hundred and Ninety by his Note of Hand of that Date for Value  
 received promised the S<sup>d</sup> John to pay him or Order six Months after date  
 meaning the Date of S<sup>d</sup> Note twenty four Pounds 14<sup>s</sup> meaning  
 fourteen Shillings and four pence meaning also New York Cur  
 rency meaning also to pay the Lawful Interest of said Sum  
 as allowed by the Law of the State of New York which the Pl<sup>ff</sup>  
 avers is seven p<sup>er</sup> Cent p<sup>er</sup> Annum and the Pl<sup>ff</sup> avers that thou  
 ty four Pounds, fourteen Shillings & four pence New York Cur  
 rency is equal in Value to Eighteen Pounds ten Shillings & Nine  
 pence Lawful M<sup>y</sup> of this Commonwealth y<sup>t</sup> the S<sup>d</sup> Seth the  
 often requested hath not paid the Pl<sup>ff</sup> the Contents of said Note  
 nor any part thereof but neglects and refuses to do it To the  
 Damage of the S<sup>d</sup> John Twenty Pounds. And now the  
 Pl<sup>ff</sup> appears & the Def<sup>t</sup> tho' three times called to come into  
 Court makes Default of Appearance here. Wherefore it is  
 considered by the Court that the S<sup>d</sup> John recover against  
 the S<sup>d</sup> Seth Fifteen Pounds, Five Shillings & Eight pence  
 of Lawful M<sup>y</sup> Damages & Costs of Suit taxed at £1.15.9 & thereupon  
 Exon ip<sup>d</sup> Jan<sup>y</sup> 27 1795

Taylor vs  
 Dwight  
 Jan<sup>y</sup> 09 1795

James Doane of Southwold in the County of Hampshire  
 Blacksmith Pl<sup>ff</sup> vs Luther Granger of Middlefield in S<sup>d</sup> County  
 Blacksmith & Joseph Henry of Chester in S<sup>d</sup> County Yeoman alias  
 Gent<sup>l</sup> Def<sup>t</sup> In a Plea of Trespass on the Case for that the S<sup>d</sup>

Doane vs  
 Granger &c  
 Jan<sup>y</sup> 02 1795

Luther & Joseph at 1<sup>st</sup> Chester on the seventh Day of October last  
part by his Note of Hand of that date for value rec<sup>d</sup> promised the  
Pl<sup>y</sup> to pay him or Order Eleven Pounds, seventeen Shillings &  
four pence Lawful M<sup>o</sup> in one Month after the date, meaning  
in one Month from the Date of said Note with Lawful Inter  
est till paid Yet the D<sup>r</sup> Luther & Joseph have not nor hath ei  
ther of them paid the Contents of said Note to the P<sup>r</sup>sumor any  
part thing but neglect & refuse to do it To the Damage  
of the P<sup>r</sup> James Fifteen Pounds. And now the Pl<sup>y</sup> appears &  
the Defendants tho' three times called to come into Court  
makes default of appearance here wherefore it is considered  
by the Court that the said James do recover against the D<sup>r</sup>  
Luther & Joseph Eight Pounds, Eighteen Shillings & Nine  
pence of L<sup>m</sup> Damages and Costs of Suit taxed at £. 7.  
2 shillings  
Exon ip<sup>s</sup> Jan 27<sup>th</sup> 1795

Clap J<sup>r</sup>  
Hannum  
Jan 9<sup>th</sup> 1795

Joseph Clap Jun<sup>r</sup> of the District of Easthampton in the County  
of Hampshire Trader Pl<sup>y</sup> vs. Anabel Hannum of Conway  
in S<sup>c</sup> County Yeoman Def<sup>t</sup> In a Plea of Trespass on the Case  
for that the said Anabel at S<sup>c</sup> Easthampton on the twelfth Day  
of November last part by his Note of Hand of that date for value  
rec<sup>d</sup> promised the said Joseph to pay him or Order the Sum of  
Four Pounds, eleven Shillings Lawful M<sup>o</sup> on Demand with In  
terest till paid Yet the said Anabel tho' often requested hath  
not paid the Pl<sup>y</sup> the Contents of said Note nor any part thing  
but neglects and refuses to do it To the Damage of the P<sup>r</sup>  
Joseph Six Pounds. And now the Pl<sup>y</sup> appears & the Def<sup>t</sup>  
tho' three times called to come into Court makes default of  
appearance here wherefore it is considered by the Court  
that the said Joseph do recover ag<sup>t</sup> the P<sup>r</sup> Anabel Four Pounds,  
twelve Shillings of L<sup>m</sup> Damages and Costs of Suit taxed at  
£. 1. 10. 3 shillings  
Exon ip<sup>s</sup> Jan 27<sup>th</sup> 1795

Laurel vs  
James  
Jan 20<sup>th</sup> 1795

Joseph Laurel of Cummington in the County of Hampshire Traders  
vs. Anabel Jones of the District of Easthampton in S<sup>c</sup> County Yeoman  
Def<sup>t</sup> In a Plea of Trespass on the Case according to the Statute  
& where in the said Case demands of the P<sup>r</sup> James One hundred

and Twenty Pounds twelve Shillings & six pence & as is set forth  
in the Declaration, on July 8<sup>th</sup>, And now the 3<sup>d</sup> Parties appear  
and the Referees by them Chosen send into Court their award viz  
that Thos<sup>d</sup> Larel recover against the 1<sup>st</sup> James the Sum of Fifteen Pounds  
& 10<sup>s</sup> Damages and Costs of the Referees being One Pound Nineteen  
Shillings & six pence and the Cost of the Court to be taxed by the Court  
which award is accepted by the Court & it is considered by the  
Court that Thos<sup>d</sup> Larel do recover of the 1<sup>st</sup> James  
Fifteen Pounds of 10<sup>s</sup> Damages & Costs of Suit taxed at 24. 9. 5  
& thereupon

Exam<sup>d</sup> up Jan<sup>y</sup> 29 1795

Eleazer Atwood and Anna Nelson Adm<sup>rs</sup> in the Estate of Stephen  
Nelson late of Orange in the County of Hampshire dec<sup>d</sup> Them  
by Shew that the Personal Estate and Credits of 1<sup>st</sup> Dec<sup>d</sup> amount  
to £411. 6. 9 3/4 and that the real Estate amounts to £193. 10  
only and the Debts reported by the Commissioner on 1<sup>st</sup> Estate  
amount to £189. 10. 9 They therefore pray liberty to sell  
the whole of 1<sup>st</sup> Real Estate Subject to Wid<sup>th</sup> Right of Dower  
therein during her Life - Which 1<sup>st</sup> Petition is read together  
with a Certificate from the Judge of Register of Probates in 1<sup>st</sup>  
County certifying the facts as stated in 1<sup>st</sup> Petition. It is  
considered by the Court that the Adm<sup>rs</sup> afores<sup>d</sup> may sell the  
whole of the real Estate they first advertising the 1<sup>st</sup> Sale  
in Chomard's Spy printed at Worcester three Weeks succe-  
sively previously to the sale thereof and attending at the  
directions of Law respecting the Sales of such Estates &c;

Nelson's Adm<sup>rs</sup>  
Pet<sup>n</sup>  
Jan<sup>y</sup> 100 1795

Joseph Lathrop of West Springfield in the County of Hampshire  
Glsk<sup>d</sup> Ply vs Phineas Lyman late of said Study in 1<sup>st</sup> County  
Gent<sup>l</sup> dec<sup>d</sup> in the hands of Timothy Lyman of the same Study

Lathrop vs  
Lyman ex  
Jan<sup>y</sup> 101 1795

Gent<sup>l</sup> Execut<sup>r</sup> of the last Will & Testament of said Phineas Deft<sup>t</sup>  
In a Plea of the Case for that said Phineas at said Study on the  
5<sup>th</sup> Day of August in the Year of our Lord & seven hundred  
and Ninety being then in full Life by his Will under his Hand  
of that date for Value received promised 1<sup>st</sup> Joseph to pay him or  
his Order the Sum of £40. 16. 3 & 10<sup>s</sup> in demand with Interest  
for the term till 1<sup>st</sup> Oct<sup>r</sup> 1<sup>st</sup> Phineas the often requested in his  
Life Time never p<sup>d</sup> the same nor has 1<sup>st</sup> Timothy since the  
Decease of 1<sup>st</sup> Phineas the often been to requested but w<sup>th</sup> the

referred to do To the Damage of the D Joseph twenty Nine  
Pounds & Now the Plaintiff & the Deft being three  
times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the D Joseph  
recover against the D Timothy £20 twenty one Pounds  
Six Shillings & 9 of 10<sup>th</sup> Damages & Costs of Suit taxed at  
Sh. 5. 1 Shilling & 6

Morton 27  
Lymon Ex

Jan<sup>y</sup> 102 1795

Elijah Morton of Hatfield in the County of Hampshire  
Pl<sup>y</sup> vs. Nicholas Lymon late of Hatfield in D County Gent<sup>l</sup> dec<sup>d</sup>  
now in the hands of Jas<sup>s</sup> Lymon of the same Hatfield Gent<sup>l</sup>  
Exec<sup>r</sup> of the last Will & Testament of said Nicholas Def<sup>t</sup> In a  
Pla of the Case for that the D Nicholas at 1<sup>st</sup> Hatfield on the 1<sup>st</sup> Day  
of March in the Year of our Lord 1792 being then in full life  
by his Note under his hand of that date for value rec<sup>d</sup> promised  
D Elijah to pay him the sum of £5. 5 My or Demanded with  
Interest till pd yet D Thim<sup>s</sup> the often requested never p<sup>d</sup> the  
same in his life Time neither has D Timothy ever paid the  
same since the Decease of said Nicholas tho<sup>t</sup> to do it often re  
quested but neglects it To the Damage of the D Elijah Nine  
Pounds & Now the Pl<sup>y</sup> appears & the D<sup>t</sup> tho<sup>t</sup> three times  
called to come into Court makes Default of appearance  
Wherefore it is considered by the Court that the D Elijah re  
cover ag<sup>t</sup> the D Timothy Five Pounds sixteen Shillings  
& three Pence of 10<sup>th</sup> Damages & Costs of Suit taxed at Sh. 6. 7  
2 Pence & 6

Exec<sup>r</sup> in p<sup>d</sup> Jan<sup>y</sup> 22<sup>d</sup> 1795

Peter 200 vs  
Cowan

Jan<sup>y</sup> 105 1795

James Peter Jun<sup>r</sup> & William Peter both of Hatfield in the County  
of Hampshire Shepherds Pl<sup>y</sup> vs William Cowan of Hatfield  
in D County Yeoman alias Gentleman Def<sup>t</sup> In a Pla of the  
Case for that D Cowan at 1<sup>st</sup> Hatfield on the 10<sup>th</sup> day of August last  
past by his Note under his Hand of that date for value rec<sup>d</sup> prom  
ised Peter to pay them the sum of Ten Pounds  
& 10<sup>th</sup> in full of all at the Market Price by the 20<sup>th</sup> Day of  
November then next with lawful Interest from 20<sup>th</sup> Day of Nov<sup>r</sup>  
till paid yet Peter in fact say they have always been ready  
to receive said 10<sup>th</sup> of all and in full the sum of said Note  
also for that said Cowan at 1<sup>st</sup> Hatfield often made suit on the 1<sup>st</sup> Day  
of September last by his Note under his Hand of that date for

Value we promised said Debtors to pay them or their Order 20<sup>s</sup> Law M<sup>o</sup> with  
in three Weeks from the date of said Note with Lawful Interest till p<sup>d</sup> yet  
Cowan tho often thereto requested hath never paid either of said Notes  
but wholly refused to do the Damages of the S<sup>r</sup> Debtors Thirteen Pounds  
And now the P<sup>ys</sup> appear & the Debt<sup>r</sup> the three times called to come into  
Court makes Default of appearance here. Wherefore it is consider  
ed by the Court that the S<sup>r</sup> Debtors recover of the S<sup>r</sup> Cowan Eleven  
Pounds 12<sup>s</sup> of 2<sup>d</sup> M<sup>o</sup> Damages and Costs of Suit taxed at £1.2.7<sup>d</sup>  
Thereof

Exon. J<sup>o</sup> Jan 20 1795

Benjamin Davenport of Hartford in the County of Hartford State of Conne  
cticut Gentleman V<sup>s</sup> John Griffiths late of Northampton within  
said County Daning Matter alias Gentleman Debt<sup>r</sup> In a Plea of the  
Case for that s<sup>d</sup> John at Amherst in the same County of Hampshire on  
the Third Day of May last past by his Note under his Hand of that date  
for Value we promised s<sup>d</sup> Benj<sup>r</sup> to pay him or his Order the sum of  
twenty seven pounds 2<sup>d</sup> M<sup>o</sup> within sixty Days from the date of said  
Note with Lawful Interest for the same till p<sup>d</sup> yet s<sup>d</sup> John tho often  
thereto requested hath never paid the same but wholly refuses so to do  
To the Damage of the S<sup>r</sup> Benj<sup>r</sup> Eight Pounds. And now the P<sup>ys</sup> appear  
& the Debt<sup>r</sup> the three times called to come into Court makes  
default of appearance here Wherefore it is considered by the  
Court that the S<sup>r</sup> Benjamin recover ag<sup>t</sup> the S<sup>r</sup> John Four Pounds  
Thirteen shillings 2<sup>d</sup> pence of 2<sup>d</sup> M<sup>o</sup> Damages & Costs of Suit  
taxed at £1.19.7<sup>d</sup>. After which the S<sup>r</sup> John appears  
by J<sup>o</sup> W. Strong his Att<sup>y</sup> and appeals from the Judgment of  
this Court to the Supreme Judicial Court to be holden at North  
ampton afores<sup>d</sup> on the last Tuesday of April next & he recognises  
with Sureties & the Law directs for the S<sup>r</sup> John's prosecuting the  
same with effect & as by s<sup>d</sup> Recognizance on File s<sup>d</sup> will appear.

Chilias Smith and Windsor Smith both of Hadley in the County  
of Hampshire Shepherds P<sup>ys</sup> v<sup>s</sup> Gideon Parsons of Amherst in the  
County afores<sup>d</sup> Gent<sup>l</sup> Debt<sup>r</sup> In a Plea of the Case for that said Gid  
eon at said Amherst on the 5<sup>th</sup> Day of April in the year of our  
Lord 1794 by his Note under his Hand of that Date for Value we  
promised s<sup>d</sup> Chilias & Windsor to pay them or their Order £25.2.7<sup>d</sup>  
2<sup>d</sup> M<sup>o</sup> on Demand with Lawful Interest till p<sup>d</sup> yet s<sup>d</sup> Gideon tho often  
requested hath never p<sup>d</sup> the same but refuses so to do To the Damage  
of the S<sup>r</sup> Chilias & Windsor twenty seven Pounds And now the P<sup>ys</sup> appear

623

Davenport vs  
Griffiths  
Jan 10 9 1795

Smith & ab vs  
Parsons  
Jan 110 1795

and the Def<sup>t</sup> <sup>tho</sup> three times called to come into Court makes  
Default of appearance here. Wherefore it is considered by the  
Court that the <sup>d</sup> Philiab & Windsor recover as <sup>d</sup> Gideon twenty five  
Pounds  $\frac{1}{4}$  of <sup>d</sup> <sup>m</sup> Damages & Costs of suit taxed at  $\pounds 1.0.11 \frac{1}{2}$   
thereof. Exec<sup>n</sup> of <sup>d</sup> Jan<sup>y</sup> 22<sup>d</sup> 1795

Smith & al vs  
Kellogg &  
Jan<sup>y</sup> 11 1795

Philiab Smith & Windsor Smith both of Hadley in the County of  
Hampshire Shophkeepers <sup>d</sup> vs Mess<sup>rs</sup> Kellogg Jun<sup>r</sup> of Hadley afores<sup>d</sup>  
Def<sup>t</sup> In a Plea of the Case for that <sup>d</sup> Mess<sup>rs</sup> as said Hadley in the 9<sup>th</sup>  
Day of June last past by his Not<sup>e</sup> under his hand of that date for  
value rec<sup>d</sup> promised <sup>d</sup> Philiab & Windsor to pay them or their  
Order the Sum of Five Pounds & <sup>m</sup> in Demand with Lawful In  
terest for the same till paid yet <sup>d</sup> Mess<sup>rs</sup> tho<sup>o</sup> often there to re  
quested hath never paid the same but wholly refuses so to do  
To the Damage of the <sup>d</sup> Philiab & Windsor Eight Pounds & now  
the <sup>d</sup> <sup>vs</sup> appears & the Def<sup>t</sup> <sup>tho</sup> three times called to come into  
Court makes Default of appearance here. Wherefore it is  
considered by the Court that the <sup>d</sup> Philiab & Windsor recover  
against the <sup>d</sup> Mess<sup>rs</sup> <sup>d</sup> Five Pounds three Shillings & six pence  
of <sup>d</sup> <sup>m</sup> Damages & Costs of suit taxed at  $\pounds 1.0.1$  & thereof. Exec<sup>n</sup> of <sup>d</sup> Jan<sup>y</sup> 22<sup>d</sup> 1795

Morton vs  
Allis  
Jan<sup>y</sup> 11 2 1795

Lewis Morton of Whately in the County of Hampshire Husbandman  
<sup>d</sup> vs Daniel Allis of Hatfield in the County of Essex afores<sup>d</sup> In  
Plea of the Case for that <sup>d</sup> Daniel as at <sup>d</sup> Hatfield in the  
County in the 29<sup>th</sup> Day of March in the Year year last 1791  
by his Not<sup>e</sup> under his hand of that date for value rec<sup>d</sup> promised  
said Lewis to pay him the Sum of Fourteen Pounds six Shillings &  
Lawful Demand with Lawful Interest for the same till  
paid yet <sup>d</sup> Daniel tho<sup>o</sup> often requested hath never paid the  
same but refuses so to do. To the Damage of the  
Lewis Morton ten Pounds & now the <sup>d</sup> appears & the Def<sup>t</sup> <sup>tho</sup>  
three times called to come into Court makes Default of app<sup>r</sup>  
ance here. Wherefore it is considered by the Court that the  
Lewis recover against the <sup>d</sup> Daniel Seventeen Pounds eleven  
Shillings & three pence of <sup>d</sup> <sup>m</sup> Damages & Costs of suit taxed at  
 $\pounds 1.3.1$  & thereof. Exec<sup>n</sup> of <sup>d</sup> Jan<sup>y</sup> 22<sup>d</sup> 1795

Buttall  
vs  
Jan<sup>y</sup> 11 1795  
Charles Buttall and William Buttall both of Hatfield in the County  
of Hampshire Shophkeepers <sup>d</sup> vs Ephraim Bruce of Hatfield  
afores<sup>d</sup> In a Plea of the Case for that said Buttall & al in the 2<sup>d</sup> Day of April last past was put in

debted to said Charles & William in the Sum of twelve Pounds twelve shillings  
Lings & six pence Law of M<sup>rs</sup> for goods, Wares & Merchandises there before  
that time sold and delivered by them the said Charles & William to him the  
said Ephraim at his request & being so indebted said Ephraim then  
and therein in consideration thereof promised said Charles & William  
to pay them the same on Demand yet said Ephraim tho' often thereto  
requested hath never paid the same or any part excepting the Sum  
of six Pounds ten shillings & ten pence but wholly refuses so to do  
To the Damage of the D<sup>r</sup> Charles and William Nine Pounds -

And now the P<sup>y</sup> appears and the D<sup>ts</sup> tho' three Times called to come  
into Court makes Default of Appearance here - Wherefore it is  
considered by the Court that the said Charles & William recover  
against the D<sup>r</sup> Ephraim - Six Pounds One Shilling & Eight Pence  
of Law of M<sup>rs</sup> Damages & Costs of Suit taxed at £1.1.9 -

After which the D<sup>r</sup> Ephraim appears by W<sup>m</sup> Brittain his Att<sup>y</sup>  
who is admitted who thereupon Appeals from the Indg<sup>t</sup> of this  
Court to the Supreme Judicial Court & he recognizes with  
Sureties as the Law directs for the said Ephraim's prosecuting  
the same with effect &c. as by said Recognizance on File does  
appear -

Samuel Abercrombie of Pelham in the County of Hampshire  
Yeoman P<sup>y</sup> vs Thomas Dick of Pelham afo<sup>r</sup> Yeoman D<sup>ts</sup>  
In a Plea of the Case for that said Thomas at said Pelham on the  
fiftenth Day of June in the Year of our Lord Seventeen Hundred  
and Ninety Three by his Note under his Hand of that date for  
Value rec<sup>d</sup> promised said Samuel to pay him the Sum of Ten  
Pounds Ten shillings in Eighteen Months from the date of said  
Note with Lawful Interest for the same till paid yet said Thomas  
tho' often thereto requested hath never paid the same but wholly  
refuses so to do To the Damage of the said Samuel Fourteen  
Pounds - Now the P<sup>y</sup> appears & the D<sup>ts</sup> tho' three Times  
called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the D<sup>r</sup> Samuel re-  
cover against the said Thomas Eleven Pounds Thirteen shillings  
and one penny & M<sup>rs</sup> Damages & Costs of Suit taxed at £1.4.11

After which the D<sup>r</sup> Thomas appears by W<sup>m</sup> Brittain his Att<sup>y</sup>  
who is admitted & thereupon Appeals from the Indg<sup>t</sup> of this Court  
to the Supreme Judicial Court to be holden at Northampton next  
on the last Tuesday of April next and he recognizes with Sureties as  
the Law directs for the D<sup>r</sup> Thomas's prosecuting the same with effect &c. as by  
said Recognizance on File does appear -

Abercrombie  
vs Dick  
Indg<sup>t</sup> 11th 1795

Otis & al  
vs Shaw  
July 11<sup>th</sup> 1795

William Otis and Philander Tobes both of Gummington in  
the County of Hampshire Traders Pls vs Josiah Shaw of Gum-  
mington apud Labourer Deft In a Plea of the Case for that  
whereas the said Otis & Tobes on the Day of the purchase of this  
Writ at Gummington apud had before that Time at the special  
Intercession and request of the sd Josiah sold and delivered to him  
the said Josiah certain Goods Wares & Merchandise particularly  
mentioned in the Act annexed to this Writ the sd Josiah then  
and there in consideration promised the sd Otis & Tobes to pay  
them as much Money as the sd Goods Wares & Merchandise were  
reasonably Worth amounting in the whole to the Sum of  
£6.0.7 of which the sd Josiah had Notice yet the sd Josiah tho  
often requested hath never paid the same but neglects it  
To the Damage of the sd Otis & Tobes Fifteen Pounds The  
Pls appear & the Deft the three Times called to come into  
Court makes Default of appearance where Wherefore it is  
Considered by the Court that the sd Otis & Tobes recover ag<sup>t</sup>  
the sd Shaw Six Pounds & 7<sup>d</sup> of 1<sup>st</sup> the Damages & Costs of  
Sret taxed at £1.11.7 & thereof 2<sup>d</sup> Exon if July 22<sup>nd</sup> 1795

Otis & al vs  
Sunderson  
July 11<sup>th</sup> 1795

William Otis & Philander Tobes both of Gummington in  
the County of Hampshire Traders Pls vs Ebraham Sunder-  
son of Ashfield in sd County Yeoman otherwise Linathorn Sun-  
son of Ashfield in sd County Basketmaker Deft In a Plea  
of the Case for that whereas the sd Linathorn at Gumm-  
ton on the 3<sup>d</sup> Day of October in the Year of our Lord 1794 by  
his Note of hand of that date by him subscribed then & there  
for value rec<sup>d</sup> promised the sd Otis & Tobes to pay them at their  
Order the Sum of Five Pounds three shillings & seven pence  
on Demand with Interest yet the sd Linathorn tho often  
requested hath never paid the same but neglects it To the  
Damage of the sd Otis & Tobes Ten Pounds & now the Pls ap-  
pear & the Deft the three Times called to come into Court makes  
Default of appearance here Wherefore it is considered by the  
Court that the said Otis & Tobes recover ag<sup>t</sup> the sd Sunder-  
son Four Pounds thirteen shillings & seven pence of 1<sup>st</sup> the Damages  
and Costs of Sret taxed at £1.7.11 & after which the sd Sunder-  
son appears by Josiah Shaw ag<sup>t</sup> and all time appears from the Judge  
of this Court to the Supreme & inferior Court to be holden at North-  
ampton in the last and next Sessions and he being seized with the  
said the said Josiah to be taken & sundry persons pursuing the same with the

as by said Recognition on File does appear &c

Pf

Thomas White of Ashfield in the County of Hampshire Blacksmith  
Plf vs Joseph Crop and Jonathan Sterry both of Buckland in the County  
of Devon aforesaid Yeomen In a Plea of the Case for that Whereas the Defendants  
Jonathan at Ashfield on the 10th Day of August in the Year  
of our Lord 1794 by their Note under their hand of that date for  
Value recd promised to Thomas to pay him or his Order the  
Sum of £20 - 14 - 11 & Money on Demand meaning Lawful Interest  
till he paid yet Joseph & Jonathan or either of them tho' often requested  
have never performed their Promise but neglected it To the Damage  
of the Plaintiff Thomas twenty Pounds & now the Plaintiff appears & the  
Defendants the three times called to come into Court make Default  
of appearance here - Wherefore

White vs  
Crop & al  
Jan'y 121 1795

Joseph Crop of Buckland in the County of Hampshire Yeoman  
Plf vs Nathan Tyler of Buckland Yeoman Defdt In a Plea  
of the Case &c as is set forth in the Declaration on File &c  
The Plaintiff appears & the Defendant the three times called to come into  
Court makes Default of appearance here - Wherefore

Crop vs  
Tyler  
Jan'y 124 1795

Ethan Billings of Conway in the County of Hampshire Cord  
wainer Plf vs Hannah Wells of Conway aforesaid Widow Defdt  
In a Plea of the Case for that the Defendant Hannah at Conway on  
the seventeenth day of Jan'y in the Year of our Lord 1794  
by her Note under hand of that date for value recd promised  
to Ethan to pay him or his Order the Sum of £44 - 19 - 7  
& Demand with Interest for the same till paid yet  
Hannah tho' often requested thereunto hath never performed  
her Promise but neglected it To the Damage of the Plaintiff  
Ethan Fifty Pounds & now the Plaintiff appears & the Defendant  
the three times called to come into Court makes Default  
of appearance here - Wherefore

Billings vs  
Wells  
Jan'y 125 1795

Boydens vs  
Glaser  
Jan 127 1795  
John Boydens of Conway in the County of Hampshire Clothier.  
Plff vs Peter Glaser of d Conway Ironholder Defd In a Plea  
of Trespass upon the Case for that Whereas the said Peter at Fair  
Conway on the sixth Day of August last past by his prom-  
isory Note in writing under his hand of that date for  
Value recd promised the said John by the name of Mr John  
Boydens to pay him sixteen Pounds by the first day of Novem-  
ber next (meaning the first Day of November then next) with  
Interest (meaning with Interest from the date of said Note un-  
till paid) yet the said Peter tho' often <sup>times</sup> requested & demanded  
has never paid the Contents of said Note nor any part thereof  
but he wholly neglected to do it to the Damage of the said  
John Twenty Pounds The Plaintiff & the Defd tho'  
three times called to come into Court make default of ap-  
pearance here Wherefore it is considered by the Court  
that the said John recover against the said Peter sixteen  
Pounds Eight Shillings & eleven pence of M<sup>c</sup> Damages &  
Costs of Suit taxed at £11.5.9 - After which the said  
Peter appears by Simon Strong Jr his atty and appears  
from the Judge of this Court to the Supreme Judicial Court  
to be held at Northampton aforesaid on the last Thursday of  
April next and he recognises with Sureties to be Lawdies  
for the said Glaser prosecuting the same with effect &c. as  
by said Recognizance on File does appear &c.

~~Field vs  
Judge  
Feb 130 1795~~  
~~Arannah Dodge of Shelburne in the County of Hampshire & Con-  
Plff  
and Oliver Field of Conway in d County of Hampshire Defd Parties  
in a Rule calling to the Statute &c In a Plea ~~wherein~~  
the said &c And now the said Parties appear & the Request by  
them chosen send into Court their award viz~~

Dodge vs  
Field  
Sept 10 1795  
Arannah Dodge of Shelburne in the County of Hampshire & Con-  
and Oliver Field of Conway in d County of Hampshire  
have agreed Parties in a Rule of Reference according to the  
Statute & have agreed to submit the Demand made by the  
said Oliver against the said Arannah which is hereto an-  
nued to the determination of John Williams Esq & Nathan  
Gardner and Robert Willard Jr men the report of whom or the  
major Part of whom being made as soon as may be to any  
Court of Sessions that is to be holden in a full County Judge

Merces to be final & Executed according to which Agreement of  
the Parties is made the Rule of this Court And the Parties now  
appear and the Referee of said Court sent into Court their award viz  
that the said Oliver Field pay to the said Araniak Dodge Five Pounds  
sixteen Shillings & six pence Damage in full of all Demands of said  
Dodge & Thirteen Shillings & six pence Costs of this Reference  
which award is accepted & it is considered by the Court  
that the said Dodge do Recover against the said Field Five  
Pounds sixteen Shillings and six pence & 1<sup>st</sup> M<sup>o</sup> Damages &  
Costs of suit taxed at £1.16.2 & thereupon

Executed Jan<sup>y</sup> 29 1795

Rupel Attwater of Blanford in the County of Hampshire Gent<sup>l</sup> Pl<sup>y</sup>  
vs Joseph Henry of Chester in the County of Hampshire Gent<sup>l</sup>  
Def<sup>t</sup> In a Plea of Trespass on the Case for that Whereas the said  
Joseph at said Blanford on the 2<sup>th</sup> Day of January last past  
by his Note in Writing by him subscribed of that Date for Value  
received promised said Rupel to pay him or his Order the Sum of Ten  
Pounds 14<sup>1</sup>/<sub>2</sub> 2<sup>nd</sup> M<sup>o</sup> on demand with Interest yet said Joseph tho'  
often thereto requested hath not performed his<sup>d</sup> Promise  
but neglects it to the Damage of <sup>d</sup>Rupel Twelve Pounds  
and now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three Times called  
to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Attwater  
recover against the said Henry Seven Pounds two Shillings  
& three pence of 1<sup>st</sup> M<sup>o</sup> Damages & Costs of Suit taxed at £1.9.0  
& thereupon

Executed Jan<sup>y</sup> 22 1795

Attwater vs  
Henry  
Jan<sup>y</sup> 131 1795

Ozias Cornwell of Granville in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Obediah Chapin of Granville a free Man<sup>or</sup> Def<sup>t</sup>  
In a Plea of Trespass on the Case for that the said Obediah at  
Granville on the Twenty eighth Day of October in the Year of  
our Lord 1794 by his Note in writing under his hand of that  
date for value received promised <sup>d</sup>Ozias to pay him or Order  
the Sum of Six Pounds & twelve Shillings 2<sup>nd</sup> M<sup>o</sup> by the 1<sup>st</sup> Day of  
Decem<sup>r</sup> then next meaning with Interest after due yet the  
said Obediah tho' often thereto requested hath not performed his<sup>d</sup>  
Promise but neglects it to the Damage of the said Ozias Ten Pounds  
And now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three Times called to  
come into Court makes Default of appearance here Wherefore  
it is considered by the Court that the said Ozias recover against

Cornwell vs  
Chapin  
Jan<sup>y</sup> 135 1794

the said Abdiash six Pounds 13/9 of the Dinnagis. Sports of  
Suit taxed at £1. 12. 11. 1/2 the 12th of July 1795

Exors of Jan'y 22<sup>d</sup> 1795

Mixer vs

Guer

Jan 13<sup>d</sup> 1795

Thomas Mixer of Norwich in the County of Hampshire Sheriff  
My vs Jonas Guer of Norwich in the County of Dorset Defendant  
of Debt for that by an Act or Law of this Commonwealth made  
and passed in the Year of our Lord 1707 entitled an Act for  
regulating the Fees of the several Officers and other  
Persons therein after hereafter mentioned for regulating the  
Law here made for that purpose it is among other things  
enacted that the Sheriff Fees for serving a Writ of Capias or  
Attachment on one deft<sup>d</sup> with or without a Summons shall  
be one Shilling & four pence & that the Town & for serving of  
same shall be at the Rate of two pence a Mile to be computed  
from the Place of Service to the Court where the same shall be  
returned by the Way that is most commonly travelled, and  
also by Statute it is further enacted that if any Person or Persons shall  
demand any greater Fee or Fees for any of the Services mentioned  
in said Law than are by said Law provided he or they shall  
forfeit & pay for every Offence the Sum of ten Pounds with Costs of  
Suit to him or them that will prosecute and see the same by  
Action of Debt within One Year after the Offence shall be  
committed in the Court of Common Pleas & the Statute that in  
York Perkins purchased a Writ of Attachment out of the Office of  
David Shepard Esq<sup>r</sup> one the Justices of the Peace for the County of  
Hampshire upon directed to the Sheriff of D<sup>r</sup> County & the Constable  
of the Town of Norwich returnable into the same Office on the 4<sup>th</sup>  
Day of January last past against one Nathan. With which  
Writ was put into the Hands of the Prisoner Quarter a Constable  
of the Town of Norwich to serve and return the Prisoner. The  
which on the second day of June last past served & served  
said Writ on the Body of the said Nathan. The Prisoner there after  
wards at Norwich as aforesaid on the third Day of October last  
did demand receive and take of the said by the Prisoner of the  
Shillings as Fees for serving the same Writ which was more  
than by said Law allowed to him by and by the  
Statute mentioned aforesaid to the effect to recover of the Prisoner  
and sum of five pounds & the Prisoner requested the Prisoner both  
and paid the sum of five pounds & the Prisoner of the  
Prisoner twenty pounds. And now by appearance of the  
Prisoner to the Court into Court makes default of ap  
pearance here. And it is considered by the Court that

The said Thomas recover against the said Jonas £10.0 of £100 Debt & Costs  
of Suit taxed at £1.5.9 & thereof £.

87

James Cox of Chester in the County of Hampshire Yeoman Pls  
vs  
Samuel Rush of Adams in the County of <sup>Berk</sup> Hampshire Yeoman or  
Shoemaker Deft In a Plea &c. as set forth in the Declaration on  
File de & now neither Party appearing this Case is dismissed

Cox vs  
Rush  
Jan. 140 1795

Daniel Wright and John Stoddard both of Northampton aforesaid in  
the County of Hampshire Merchants and joint dealers in Trade Pls  
vs Seth Clap of Northampton aforesaid Joiner Deft In a Plea of  
Trespas in the Case for that whereas the said Seth on the 12<sup>th</sup> Day of Dec  
in the year of our Lord 1793 to wit at Northampton aforesaid was  
justly indebted to the said Wright & Stoddard in the Sum of Five Pounds  
and eleven pence half penny of £100 for divers Goods Wares & Mer  
chandise by the said Wright & Stoddard before that time sold &  
delivered to the said Seth and at his Special Instance request  
and being so indebted to the said Seth in Consideration then of  
afterwards to wit on the same day 2 Year aforesaid at Northampton  
aforesaid undertook & faithfully promised the said Wright & Stod  
dard to pay them the same Sum of Money with the Interest of  
the same when by the said Seth shewed to the said afterwards re  
quested - Yet the said Seth tho' often thereunto requested hath ne  
ver performed either of his promises above mentioned but in just  
ly neglects and refuses to do so To the Damage of the said Wright  
and Stoddard Seven Pounds The Pls appear & the Deft the  
three times called to come into Court make Default of appearance  
here Wherefore it is considered by the Court that the said  
Wright & Stoddard recover against the said Seth Five Pounds  
Nine Shillings & two pence of £100 Damages & Costs of Suit  
taxed at £0.10.7 & thereof £.

Wright & al  
vs Clap  
Jan 142 1795

Exon ip<sup>d</sup> Feb 2 1795

John Worthington of Springfield in the County of Hampshire  
Esqr Pls vs Gad Lamb of Wilbraham in s<sup>d</sup> County Yeoman  
Def<sup>t</sup> In a Plea wherein he demands of the said Gad Possession  
of a certain Lot or parcel of Land now lying in Wilbraham aforesaid  
being that part of the following Lots to wit 8<sup>th</sup> eight six Minutes  
twenty twenty one 22, 23, 24, 24, 25, 26, 27, 28, 29 formerly  
in the eastward Commons in the Town of Springfield aforesaid  
and lying on the South side of Chiopee River bounding Easterly  
on land formerly of Elijah Parsons & extending from thence  
Westerly one Mile & containing two hundred Acres of Land

Worthington  
vs Lamb  
Jan 145. 1795

2 bounding southerly on the street so called. Also a Parcel of land  
formerly of Aaron Colborn lying against 2 including 2 Islands in  
said Chicopee River together with the Appurtenances & Privileges  
thereto belonging, & whereas the said John says that the said  
Gad Lamb at Springfield aforesaid on the 20<sup>th</sup> Day of March in  
the year of our Lord One thousand seven hundred & eighty  
six by his said Poll duly executed then on the same day he  
being then seized of the Premises in his demesne as of fee  
which deed is acknowledged and registered in Court to be  
produced for good and valuable consideration bargained & to  
conveyed the Demandant Premises with the appurte-  
nances to the said John to hold the same to him his Heirs & Assigns  
forever in fee simple to be void however on a certain con-  
dition in the same mentioned & expressed - by force  
whereof the said John became instantly seized of the deman-  
ded Premises in his demesne as of fee taking the Profits  
thereof to the value of three Pounds by the year & ought to  
have remained in the present possession thereof but that  
Gad hath since then entered into possession of the demandant  
Premises without any Right so to do hath deprived the said  
John thereof & unjustly kept him out of the  
same to the Damage of the said John Thirty Pounds.  
The Plaintiff the Deft<sup>r</sup> the three times called to come  
into Court makes default of appearance here. Wherefore  
it is considered by the Court that the said John recover against  
the said Gad Possession of the said Premises unless the Deft<sup>d</sup>  
shall pay to the said John Thirty Pound two shillings & seven  
pence of Damages & Costs of Suit taxed at £ 1. 7. 11  
& thereupon  
Writ Poss<sup>n</sup> of April 24 1795

Hall vs

Hilbard

Jan 4th 1795

William & Hall of Middletown in the County of Middlesex  
& State of Connecticut Vnder Myse Benjamin Hilbard  
late of Granby in the County of Hampshire Vnder Writ  
In which the Cause that the said Benjamin at Granby aforesaid  
on the Tenth day of February in the year of our Lord 1794  
by his promissory Note of Hand of that date for value received  
promised said William to pay him Forty Pounds two shillings  
three pence in Current with Interest till paid & so  
often thereto requested the said Benj<sup>n</sup> has never paid the  
same but unjustly neglects to do so to the Damage  
of the said William Fifty Pounds & so the Plaintiff

and the Def<sup>t</sup> the three times called to comply with the Court makes  
Default of appearance whereupon it is considered by the  
Court that the S<sup>r</sup> William recovers against the S<sup>r</sup> Benjamin  
Forty two Pounds six shillings & five pence of L<sup>th</sup> Damages  
and Costs of Suit taxed at £2.9.7.  
after which the S<sup>r</sup> Benjamin by John Taylor Esq<sup>r</sup> his atty<sup>r</sup> appears  
and appeals from the Judgment of this Court to the Supreme  
Judicial Court to be holden at Northampton on the  
last Tuesday of June next and his recognizance with Sureties  
as the Law directs for the S<sup>r</sup> Benjamin's prosecuting  
the same with effect &c. as by S<sup>r</sup> Recognizance on file does  
appear.

Samuel Allis of Sommers in the County of Holland & State of  
Connecticut Yeoman and Abel Allis of Ashfield in the County  
of Hampshire Yeoman Parties in a Rule of Reference ac-  
cording to the Statute &c. have agreed to submit the Demands  
made by S<sup>r</sup> Samuel against S<sup>r</sup> Abel and all other Demands  
to the Judg<sup>t</sup> & Determination of John Tatlings Esq<sup>r</sup> Benja-  
min Smith Esq<sup>r</sup> and Capt<sup>t</sup> Silas Billings the Report of whom  
or the Major part of whom being made as soon as may be  
to any Court of Common Pleas in S<sup>d</sup> County of Hampshire  
Judg<sup>t</sup> thereon to be final & Exec<sup>n</sup> ipse accordingly  
And now the S<sup>d</sup> Parties appear & the Report by them chosen  
and into Court their Award viz that the said Samuel  
Allis do recover against the said Abel Four Pounds of L<sup>th</sup>  
Damages & Costs of Reference being £1.10.9 & the Costs of  
Court to be taxed by the Court - which said Award is  
read and accepted & it is considered by the Court that  
the said Samuel do recover ag<sup>t</sup> the S<sup>d</sup> Abel Four Pounds of  
L<sup>th</sup> Damages & Costs of Suit taxed at £2.14.7 and  
thereof &c.

Exec<sup>n</sup> ipse Jan 29 1795

James Campbell Jun<sup>r</sup> of Southwick in the County of Hampshire  
Yeoman vs Solomon Ferguson of Blanford in S<sup>d</sup> County  
Yeoman Def<sup>t</sup> In a Plea &c. as set forth in the Declara-  
tion on file &c. and now the P<sup>y</sup> appears and desires times  
thence that the Def<sup>t</sup> also appears and prays Judgment for  
his Costs And it is considered by the Court that the S<sup>d</sup> Ferguson  
do recover against the S<sup>d</sup> Campbell his Costs taxed at £1.11  
and thereof &c.

Exec<sup>n</sup> ipse Jan 22 1795

58  
Allis vs  
Allis  
Jan 7 149 1795

Campbell vs  
Ferguson  
Jan 150 1795

Commonwealth  
vs Clap  
Jan 12 1795

Hampshire. To the Sheriff of our County of Hampshire or  
his Deputy Greeting Wheras David Penney Clap of Eastham-  
ton in the County of Hampshire a Freeholder man on the tenth  
Day of November current personally appeared before James  
Drinkley Esq one of the Justices of the Peace for County and  
acknowledged himself indebted to us in the sum of £10 L<sup>ms</sup>  
to be levied of his Goods & Chattels Land and Tenements &  
in want thereof of his body to us the if Default should be  
made in the performance of the Condition following to  
wit that if the said David Penney should personally appear  
before the Justice of the Peace of Gen<sup>l</sup> Sessions of the Peace then  
next to be holden at Northampton for & within the  
County on the second Tuesday of November then current  
to answer to such matters & things as should be objected  
against him on behalf of the Commonwealth & for & against  
in the body of Thomas Clark & should do & receive that  
which by the said Court should be then & there enjoined him  
& not depart without License then the said Recognizance  
to be void otherwise to remain in full force & virtue  
and whereas at our said Court of Gen<sup>l</sup> Sessions of the Peace  
which was holden at Northampton on the second Sunday  
of November the said David Penney being there three times  
solemnly called to come into Court did not appear but  
made Default of us by the then & proceedings there of  
in our name Court remaining is manifest & appears  
and by the Default aforesaid the sum of Ten Pounds is forfeited  
to us & hath not been paid but still remains due to us  
Now and we being willing that the same should be  
speedily paid command you that you make him over to  
the said David Penney Clap that he appear before our Court  
of Common Pleas next to be holden at Northampton on  
the second Tuesday of January next to show Cause if any  
he has why we ought not to have Execution against him  
for the sum of £10. forfeited to us as aforesaid being Suit  
and further to do and receive what our said Court shall think  
and there consider concerning him in this behalf have  
Given this Writ with your Privy Seal in the Common  
wealth of Great Britain the 12<sup>th</sup> Day of January the  
Year of our said Lord the King the 34<sup>th</sup> in which  
the said David Penney was called to come into Court and make default of appearance  
and for so much it is considered by the Court that the said David

to recover ag<sup>t</sup> the<sup>d</sup> David<sup>d</sup> Clap Ten Pounds of Lawfull Money  
Dut and Costs of Suit taxed at £1-0-9 & thereupon

Excom<sup>o</sup> 2<sup>d</sup> Jan 29 1795

Commonwealth

Hampshire. To the Sheriff of the County of Hampshire or his Deputy  
Greeting Whereas Roger Clap of Southampton in our<sup>d</sup> County of the  
County of the South Day of November current personally appeared  
before Samuel Hindley Esq<sup>r</sup> one of the Justices of the Peace for this  
County. & acknowledged himself indebted to us in the Sum of  
£10-<sup>d</sup> to be paid of his Goods & Chattels Lands & Tenements &  
in want thereof in his body to our Use if Default should be made  
in the performance of the following Condition to wit that if  
David Pomeroy Clap should personally appear before the Justices  
of the Court of General Sessions of the Peace then next to be holden  
at Northampton for & within the<sup>d</sup> County on the second Tuesday  
of Novem<sup>r</sup> then current to answer to such matters things as  
should be objected against him in behalf of the Commonwealth  
for and for an Assault on the Body of Phineas Clark & should  
receive that which by the<sup>d</sup> Court should be then & there  
enjoined him & not depart without Licence then the<sup>d</sup>  
Precognizance to be void otherwise to remain in full Force  
power & Virtue. And whereas at our<sup>d</sup> Court of Gen<sup>l</sup> Sessions  
of the Peace which was holden at Northampton on the 2<sup>d</sup>  
Tuesday of Nov<sup>r</sup> the<sup>d</sup> David Pomeroy being three Times sol-  
emnly called to come into Court did not appear but made  
Default thereof as by the Record & Proceedings thereof in our  
same Court remaining is manifest & appears & by the De-  
fault afores<sup>d</sup> the Sum of £10- is forfeited to us & hath not been paid  
but still remains due to us We are being Willing that the Sum  
so due should be speedily paid Command you that you make  
known to the<sup>d</sup> Roger that he appear before our Court of Com-  
mon Pleas next to be holden at Northampton on the second  
Tuesday of Jan<sup>y</sup> next to show Cause if any he has why we  
ought not to have Execution ag<sup>t</sup> him for the Sum of Ten Pounds  
forfeited to us as afores<sup>d</sup> & Costs of Suit & further to do & receive  
what our<sup>d</sup> Court shall then & there consider & consider concern-  
ing him in this behalf. And have you there this Writ with  
your Doings therein Witness our<sup>d</sup> Seal & Peter Esq<sup>r</sup> at Northampton  
29 10<sup>th</sup> Nov<sup>r</sup> 1794 And we the<sup>d</sup> Commonwealth to appear

by the 1st Lt Col. Strong Esq<sup>r</sup> and the Deft<sup>s</sup> the same times  
called to coincide Court on his default of appearance here  
Wherefore it is considered by the Court that the said Esq<sup>r</sup> Commis-  
sioner do recover ag<sup>t</sup> the D<sup>s</sup> Roger Glap Ten Pounds of D<sup>ts</sup> Debt  
and Costs of suit taxed at £1.1.1 & there of &c,

Ex. 1000 of June 29 1795

Perennae  
vs Thicket

Jan 154 1795

Abigail Dimmore of Conway in the County of Hampshire  
Widow & John Thacker of Colrain in the County aforesd Yeoman.  
Parties in a Rule of Reference according to the Statute &c.  
The said Parties now appear and the Referees by them chosen  
send into Court their Award viz That the sd John pay to the  
said Abigail the sum of Eight Pounds 7/10 and Costs of Reference  
taxed at One Pound 3/4 & Costs of Court to be taxed by the Court  
which Award is accepted & it is considered by the Court  
that the said Abigail do recover ag the sd John Eight Pounds  
Nine Shillings & ten pence of & M<sup>e</sup> Damages & Costs of suit  
taxed at £2.3.4 & thus of 2c. &c.

Exam. by? Feb 26 1795

White Comp<sup>d</sup>  
in Watt

Nov 15 1995

Thomas White of Ashfield in the County of Hampshire  
Humbly shews That at a Court held before I Shillips Killip Esq;  
one of the Justices of the Peace for the County of Hampshire some  
several Indg<sup>s</sup> ag<sup>t</sup> Elijah Whit of Ashfield ag<sup>t</sup> for the sum  
of twelve Shillings and Nine pence & Costs damages & Costs of  
Suit taxed at sixteen Shillings and one penny, from which  
Indg<sup>t</sup> the said Elijah appealed to this Court & has failed to  
enter his action. The sd Thomas therefore prays affirmation  
of Indg<sup>t</sup> with additional Costs &c. Wherefore it is con-  
sidered by the Court that the sd Thomas do recover against  
the said Elijah Twelve Shillings & Nine pence & Costs dam-  
ages & Costs of Suit taxed at £2.7.2 & there is no  
affirmation of the above Indg<sup>t</sup>

Exempld Feb 25<sup>th</sup> 1795

Transcribed by  
S. P. P.

1872  
 1873

I humbly shew Samuel Francis Adams the Schoolmaster  
Francis College at Newbury in the County of Hampshire that  
that the Debt due from said Estate & also the sum of the  
several debts & credits the sum of £84.0.11 & that the  
said estate was indebted at 1793. 15. 6 pence. Relations  
being made by us to him he became kind to sell the whole  
of it for the purpose of paying off all the charges which  
the estate had incurred & so as to leave no more of

90

Probate for the S County certifying the facts stated in S Petition  
and that it is his ~~Opinion~~ necessary, that the whole of S Land  
should be sold for the payment of S Debts & charges.  
Whereupon it is considered by the Court that the prayer of S Petition  
be granted and that the S Adm<sup>r</sup> be empowered to make sale  
of the whole of the Real Estate he first advertising the same  
in Hooker & Robbins News Paper printed at Springfield three  
Weeks successively previous to S Sale and attending to all  
the directions of the Law respecting the sales of deceased's Estates &c.

The foregoing Judgment's Orders &c being made  
& entered up in Manner & Form as aforesaid  
& then this Court was adjourned without Day

At Test Brook Glen



Hampshire sh.

At the Court of Common Pleas holden at Northampton in and for the County of Hampshire on the Third Tuesday of May being the 19<sup>th</sup> Day of said Month in the 24<sup>th</sup> die in diem to the 25<sup>th</sup> Day of the same Month Anno Domini 1795

Justices of the said Court present

Eliaser Porter Esquire

John Bliss Esq<sup>r</sup>Sam<sup>r</sup> Mather Esq<sup>r</sup>Sam<sup>r</sup> Lyman Esq<sup>r</sup>

Jury of Trials

Ezra Hutchinson Foreman Brimfield

Seth Taylor Jr Chesterfield

Seth Morton Hatfield

Nepes Tinker Chester

Sam<sup>r</sup> Moody Granby

Thomas Smead Greenfield

Inemane Sefkas Ludlow

Case Wheeler vs Boittain 2<sup>d</sup> Ser<sup>t</sup> Wheeler vsRogers vs Sanborn Sum<sup>r</sup> Tal<sup>r</sup>

Gairis Best Amherst

Nath<sup>r</sup> Trary SouthamptonJed Day W<sup>r</sup> Springfield

John Miller Westfield

Wm<sup>r</sup> Porter Hadley excus<sup>d</sup>Wm<sup>r</sup> Chapin Springfield absentEben<sup>r</sup> Crittenden Can<sup>r</sup> abstLewi Leonard Wether<sup>r</sup> abstMaden vs Phillips 4<sup>th</sup> Wm<sup>r</sup> Wheeler Tal<sup>r</sup>Wm<sup>r</sup> JonesWalter Phillips 4<sup>th</sup> Wm<sup>r</sup> JonesMum vs Brock 5<sup>th</sup> David ScottNorwich vs Cole 5<sup>th</sup> d Joshua Mayer

Joseph Pease of Enfield in the County of Hartford & State of Conn  
 plaintiff vs Moses Rowe of Amherst in the County  
 of Hampshire Gentleman Def<sup>t</sup> In a Plea as is set forth  
 in the Declaration on File &c. This Case was entered at the  
 July Term 1794 & contin<sup>d</sup> from Term to Term to this Time  
 and now either Party appearing this Case is dismissed

Pease vs  
Rowe

Jan 11 1794

Elijah Warner of Chesterfield in the County of Hampshire  
 vs Ezra Phillips of Chesterfield Esq<sup>r</sup> Gentleman Def<sup>t</sup> In  
 a Plea as is set forth in the Declaration on File &c.  
 This Case was entered at the Jan<sup>y</sup> 1794 and contin<sup>d</sup>  
 from Term to Term to this Time and now at this Time  
 neither Party appearing this Case is dismissed

Warner vs  
Phillips  
Jan 130 1795

White vs  
Sowl  
Jan 16<sup>th</sup> 1794 Samuel White of New Bedford in the County of Bristol Yeoman  
Pls vs William Sowl of Chester in the County of Hampshire Esq  
In a Plea of Debt set forth that the said Samuel White on the twenty  
fifth Day of April in the Year of 1792 at Westfield in the County  
of Hampshire before Sam<sup>r</sup> Fowler Esq<sup>r</sup> one of the Justices of the  
Peace for the said County by the Consideration of the said Justice  
on non appearance of the S<sup>d</sup> William Sowl recovered Judgment  
against the S<sup>d</sup> William Sowl for the Sum of £17. 19. 10 Debt &  
£2. 12. 2 Costs by him the said Sum<sup>r</sup> in & about the same suit  
in that behalf expended & 1/4<sup>th</sup> the Interest of such Debt for 20  
Days after Judgment as by the Record thereof remaining more  
fully appears which Judgment remains in full Force & unsatisfied  
in part to wit for the Sum of £12. & 15/- and altho the said  
Samuel hath sued out a Writ of Excein on the same Judgment  
which hath been returned to the Justice satisfied in part to wit  
for the Sum of Seven Pounds Eighteen Shillings and four pence  
and the said Samuel hath sued out a Alias & Pluries  
Writ of Excein on the same Judgment & the same Alias & Pluries  
Writ of Excein have long<sup>since</sup> been returned to the said Justice  
wholly unsatisfied Whereby an Action hath accrued to the Pl<sup>y</sup>  
to Demand & recover of the said Wm Sowl the S<sup>d</sup> Sum of Twelve  
Pounds & fifteen Shillings & the Interest of the same Sum &  
four Shillings more for the Costs of the Writs of Excein aforesaid  
yet the S<sup>d</sup> William hath not paid the two last mentioned Sums  
nor the Interest the requested but detaineth them to the  
Damage of the said Samuel White twenty Pounds, This Case  
was entered at the ~~last~~ Jan<sup>y</sup> Term 1794 and contin<sup>d</sup> from  
Term to Term to this Time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup>  
the three Times called to come into Court makes Default  
of Appearance here ~ Wherefore

Parks vs  
Summer  
Jan 16<sup>th</sup> 1794 Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup>  
Pls vs John Summer of Milton in the County of Norfolk  
Def<sup>t</sup> In a Plea &c as set forth in the Declaration on  
file &c This action commenced at the Jan<sup>y</sup> Term 1794 & from  
thence continued to this Time & now neither Party appearing  
the Case is discontinued.

92  
Hoyden is  
Williams  
Jan 23<sup>rd</sup> 1794

Mrs Hayden of Conway in the County of Hampshire Physician  
Mys Hannah Williams of Pittsfield in the County of Berkshire  
Gentlewoman did not on the Estate of Sam<sup>l</sup> Dickinson late of Dedham  
in D<sup>y</sup> County D<sup>y</sup> Deft<sup>r</sup> In a Plea of the Case for that the said  
Samuel as said Springfield in the last day of April in the Year of  
our Lord 1788 was justly indebted to the said Moses in the full &  
just Sum of Seven Pounds sixteen Shillings and ten pence 2<sup>me</sup>  
for certain goods Wares and Merchandises there before that time  
sold and deliverd and for Labours & Services Mendenes & performed  
by D<sup>y</sup> Moses to & for the said Samuel in his Life Time being at his  
the said Samuel's Special Instance & request & in Consideration  
the D<sup>y</sup> Samuel then and there undertook and faithfully prom  
ised the D<sup>y</sup> Moses to pay him the same Sum on Demand and  
said Moses avers that he demanded the same Sum to wit on  
the same last Day of April yet said Samuel tho often requested  
there to never performed his said Promise to said Moses  
in his Life Time nor hath said Hannah since his Death  
but neglected it to the Damage of the Moses Tworten Pounds  
This Action commenced at the D<sup>y</sup> Term 1794 & continued  
from Term to Term to this Time & now the P<sup>y</sup> appears by  
William Billings Esq<sup>r</sup> his Atty & the D<sup>y</sup> in her said Capacity  
by Thomas Gold Esq<sup>r</sup> her Atty  
comes and defends the Wrong & Injury whereto & says  
that the said Samuel in his Life Time did not undertake  
or promise in manner & form as the said Moses hath above  
declared in his said Writ & of this the j<sup>st</sup> party herself in the Country  
And the said Moses & he avers and for further Plea in the Premises  
the said Hannah in her said Capacity of Administratrix in the  
Estate of the said Sam<sup>l</sup> by leave of the Court first had obtained  
for this purpose according to the provision of Law in such  
Case saup that the said Moses ought not to have or maintain  
his afor<sup>d</sup> Action th<sup>o</sup> against the D<sup>y</sup> Hannah in her  
said Capacity because she says that the said Moses did not  
institute his said Action ag<sup>t</sup> the said Hannah nor did he  
exhibit and demand his said Claim of her within four years  
from the 14 Day of Feb<sup>y</sup> in the Year of our Lord 1789 according  
to the Provision of the Statute in such case made & passed the  
Day and Year last afores<sup>d</sup> & the Addition thereto passed the 14<sup>th</sup>  
14<sup>th</sup> 1794 Altho the D<sup>y</sup> Hannah for more than the said four  
years & for a long time before the D<sup>y</sup> Fourteenth Day of February

first aforesaid was Adm<sup>t</sup> on the Estate of the said Samuel &  
until all that Time to discharge the duties required by Law  
in that Capacity & the Estate of the said Sam<sup>r</sup> was always solvent  
and sufficient to discharge all Claims ag<sup>t</sup> it & in this the S<sup>d</sup>  
Hannah is ready to verify Wherefore she prays Judge<sup>t</sup> if the  
said Moses ought to have or maintain his aforesaid Action  
thereof ag<sup>t</sup> her in her S<sup>d</sup> Capacity &c And the S<sup>d</sup> Moses by his  
said atty for further Plea in the Premises notwithstanding  
anything which hath been alleged by said Hannah in her  
said Capacity saith he ought not to be precluded from  
having or maintaining his tithion ag<sup>t</sup> S<sup>d</sup> Hannah & that  
the said Moses ought to have and maintain his S<sup>d</sup> Action  
against S<sup>d</sup> Hannah because he saith that S<sup>d</sup> Hannah in her  
said Capacity did not comply with the Requisition of the  
Statute in such case made and provided & that S<sup>d</sup> Hannah  
in her Capacity aforesaid did neglect to give public Notice  
of her appointment to the Office of Adm<sup>t</sup> on the Estate of Sam<sup>r</sup>  
uel Dickinson deceased and that the S<sup>d</sup> Moses did institute  
his said Action within four years from the Time such Public  
Notice was given of her appointment to the Office of by  
reason of which the said Moses was under no necessity or any  
way obliged to institute his said Action against S<sup>d</sup> Hannah  
within four years from the fourteenth Day of Feb<sup>r</sup> in the  
Year our Lord 1709 and altho. said Hannah had for more  
than four years Administration on the Estate of said  
deceased and discharged the duties aforesaid yet she was  
still obliged to continue so notwithstanding any thing above  
alleged and this the said Moses is ready to verify Wherefore  
he prays Judge<sup>t</sup> if he the S<sup>d</sup> Moses ought not to have or  
maintain his said Action against the said Hannah  
in her S<sup>d</sup> Capacity And the said Hannah in her said  
Capacity saith that the Replication of the said Moses  
by him in reply above Pleaded the Matter in the same  
contained is not sufficient in Law to maintain the  
Moses to have his said Action against the S<sup>d</sup> Hannah in her  
said Capacity of the said Sam<sup>r</sup> as aforesaid and that she is not con-  
strained neither is in any way bound by the Law of the Land  
to answer to the said Plea and that she is ready to verify Therefore she  
waives and suffers the said Action on this behalf she prays Judge<sup>t</sup>

and that the said Moses may be precluded from having his said action 93  
against her & that her costs occasioned therein may be adjudged  
her and for causes of Demurrer in Law in this behalf she sh<sup>d</sup>  
Hannah according to the Law in such case provided doth shew  
demonstrate here to the Court the causes following, to wit firstly  
1<sup>st</sup> That the said H<sup>rs</sup> is double relying on several distinct matters  
that are respectively in issue more particularly in alleging  
that said Hannah in her said Capacity did comply with the  
Requisition of the Statute in such Cases made & provided —

2<sup>d</sup> Also that the said Hannah in her <sup>d</sup> Capacity did neglect to  
give public Notice of her appointment to the Office of Adm<sup>r</sup>  
in the Estate of Samuel Dickinson did —

3<sup>d</sup> Also that said Moses did institute his said action within  
four years from the Time such public notice was given of  
her appointment to <sup>d</sup> Office —

Also that <sup>d</sup> Moses was under no necessity or any ways obliged  
to institute his said action within four years from the 14<sup>th</sup> day  
of July in the year of our Lord 1709 or within four years next  
after the said Claim had accrued & altho the <sup>d</sup> Hannah had  
for more than four years Adm<sup>r</sup> in the Estate of the <sup>d</sup> deceased  
and discharged the duties as Adm<sup>r</sup> yet she was still obliged to  
continue notwithstanding any thing above all alleged —

2<sup>dy</sup> For that the <sup>d</sup> Replication is uncertain & particularly  
in alleging that said Hannah in her <sup>d</sup> Capacity did not  
comply with the Requisition of the Statute in such Cases  
made and provided it doth not appear what Statute is  
intended —

3<sup>dy</sup> For that the said matters 1, 2. & 3 offered in issue under  
the <sup>d</sup> first general Cause assigned are altogether immate-  
rial & uncertain —

4<sup>thly</sup> For that the <sup>d</sup> Replication is argumentative irrele-  
vant to the Subject and wants legal form and precision  
And the <sup>d</sup> Moses saith that since he hath in his Replication  
above alleged matter in Law sufficient to enable him the  
<sup>d</sup> Moses to have his action against the <sup>d</sup> Hannah  
which he is ready to verify which said matter the <sup>d</sup> Hannah  
doth not deny nor give any manner of answer thereto  
but doth altogether refuse to admit that averment he  
the said Moses as before prayed & if he ought not to have  
or maintain his said action against the <sup>d</sup> Hannah in  
her said Capacity —

Whereupon all and singular the Premises being seen & by the Court understood it appeared to the Court that the Replication aforesaid of the said Mrs and by him pleaded and the Matters therein contained are insufficient in Law & that he ought not to have and maintain his Motion against the Defendant & it is further considered by the Court that for his Negligence he ought to receive nothing but that for his present Plea he be in Mercy & and it is also considered by the Court that the said Defendant do recover against the said Mrs Ann Smith of her Damages & her Costs in defending this Suit taxed at £5.3.0 -

Exon<sup>d</sup> 25 May 1793

Pynchon vs  
Porter  
Jan 30 1794

William Pynchon Esq of Springfield & Treasurer of the County of Hampshire Pls vs Elizabeth Porter of Hadley in the County Esq and Wife of said County Defts In a Plea & as set forth in the Declaration exhibited. This Case commenced at the 1<sup>st</sup> Term 1794 at which Time the Pl appeared and recovered Judgt for £2.0.0 & no Costs The Case was then continued to this Time and now the Pl appears & continues the Suit and the Case is dismissed &

Ward vs  
Warner

May 14 1794

Merby Warner of Buckland in the County of Hampshire Yeoman vs Stephen Warner late of Buckland alias of Haverly ~~Carden~~ In a Plea & as set forth in a Bill of Reference according to the Statute This Case was entered at the May Term 1794 and continued from Term to Term to this Time & now neither Party appearing, this Case is dismissed &

Dean vs  
Stevens

May 30 1794

Arthur Dean of Warwick in the County of Warwick Yeoman Pls vs Martin Stevens of Warwick a free Blacksmith and Pledge Jennings of Orange in the same County Yeoman Defts In a Plea of the Case for that the said Martin and Pledge at said Warwick on the 9<sup>th</sup> Day of May in the year of our Lord 1771 by their Bill of that date for Pledge Jennings promised the Pl to pay him or his Order the Sum of £10 in good Merchantable Buff Cattle meaning to pay and deliver him at his dwelling House in Warwick so many good Merchantable Buff Cattle as would come to £12. And the said Dean did sue the said Jennings for the same five Months from the date of said Bill with a reasonable Interest & finally

therefor little paid and the Pl<sup>y</sup> saith that he has ever been ready at his  
aid dwelling house to receive said cattle yet said Martin & Pelegor  
either of them tho often requested have never paid & delivered said  
cattle but neglect it To the Damage of the D<sup>r</sup> Joshua Thirty Pounds  
This action was entered at the last May Term and contin<sup>d</sup> from  
Term to Term to this Time and now the Pl<sup>y</sup> appears and the  
Def<sup>t</sup> tho three times called to come into Court make default  
of appearance here - ) Wherefore

94

Abner Fowler of Southwick in the County of Hampshire Gent<sup>r</sup>  
and Noble Fowler of the same Southwick Husbandman Parties  
in a Rule of Reference according to the Statute &c. This case  
was entered at the last May Term and contin<sup>d</sup> from thence to  
the next Term at which Time the D<sup>r</sup> Parties appeared and agreed  
to refer this case to the Indgt and determination of J<sup>os</sup>  
James Taylor and M<sup>rs</sup> Abul Whitney and Saul Fowler the  
award of them or any two of them to be final to be returned  
into this Court Indgt to be made up and Ex<sup>co</sup> issued ac-  
cordingly which agreement of the D<sup>r</sup> Parties <sup>was then</sup> made the  
Rule of this Court in this case and it was considered by the  
Court that the said Parties have Day in Court until the  
second Tuesday of January the next and the case was  
contin<sup>d</sup> to this Time & now the D<sup>r</sup> Parties appear at the  
Reference by them chosen send into Court their award viz  
That Noble Fowler is indebted to Abner Fowler in the sum  
of Five Pounds five Shillings and three pence Damages  
and one Pound & six Shillings Costs of this Reference the  
Costs of Court to be taxed by the Court which award is  
accepted and it is considered by the Court that the D<sup>r</sup>  
the said Abner do recover against the said Noble Five  
Pounds five Shillings & three pence & M<sup>o</sup> Damages &  
Costs of Court Taxed at £5.10.10 & thereof &c.

Fowler vs  
Noble Fowler  
May 03 1794

Ex<sup>co</sup> ifo May 27 1795

Stephen Warner of Buckland in the County of Hampshire  
Godswainr ~~of~~ & Kerby Ward of s<sup>d</sup> Buckland Yeoman  
Parties in a Rule of Reference according to the Statute &c.  
This case was entered at the last May Term and contin<sup>d</sup>  
from Term to Term to this Time and now the neither Party  
appearing this case is dismissed &c.

Warner vs  
Ward  
May 13 1794

Warner vs  
Ward  
May 13<sup>th</sup> 1794 Stephen Warner of Buckland in the County of Hampshire  
Yeoman & Edwiner L. Herby Ward of said Buckland Yeoman  
Partis in a Rule of Reference according to the Statute &c.  
This Case was entered at the last May Term & continued  
from Term to Term to this Time & now Neither Party ap-  
pearing this Case is dismissed &c.

Thompson vs  
Patterson  
May 17<sup>th</sup> 1794 Benjamin Thompson of Ware in the County of Hampshire  
Yeoman & Joseph Patterson of Ware of said Yeoman alias This  
bandman Partis in a Rule of Reference according to the  
Statute &c. This Case was entered at the last May Term &  
continued from thence to the Nov<sup>next</sup> Term following at which  
Time the Parties appeared and agreed to refer this Case  
to the Judgt and determination of both Edwiner Wether  
Lieut James Smith & Mr James Fuller of South Broomfield  
the Award of them or any of two of them to be final to be re-  
turned into this Court Judgt to be made up & exist if  
accordingly which Agreement of said Parties was then made  
the Rule of Court in this Case and it was considered that  
said Parties have Day here in Court until the second Tuesday  
of Jan<sup>next</sup> and the Case was continued from thence  
to this time & now at this Time the Parties appear  
and the Referees by them chosen send into Court their Aw-  
ard viz That the said Benjamin recover of the said Joseph the Sum  
of One Shilling Damages and the Sum of Two Pounds ten  
Shillings & four pence Costs of this Reference and the full  
Cost of Court to be taxed by the Court <sup>which Award is accepted</sup>. Wherefore it is  
considered by the Court that the said Benj<sup>n</sup> do recover  
against the said Joseph One Shilling & 4<sup>d</sup> Damages  
and Costs of Court taxed at L<sup>y</sup>. 2. 10. 4<sup>d</sup> & thereupon

Exon<sup>d</sup> if May 26 1795

Ross vs  
Baldwin  
Sept 4 1794 Russell Ross of Litchfield in the County of Wadsworth State  
of Connecticut Yeoman Pl<sup>y</sup> vs Jacob Baldwin of Granville  
in the County of Hampshire Gent<sup>l</sup> Deft<sup>d</sup> In a Rule of Ref<sup>erence</sup>  
set forth in the Declaration on file &c. This Action commenced  
at the last Sept Term and continued from Term to Term to  
this Time and now the neither party appearing this Case  
is dismissed &c.

Jonathan Smith and Aaron White both of West Springfield in the County  
of Hampshire <sup>yeomen</sup> vs John Leonard, Junr of Heath in said County  
Gentleman Def<sup>t</sup> In a Plea that to the said Jonathan and Aaron  
the said John under the sum of Five hundred Spanish Milled Dollars  
which he owes them and from them unjustly detains for that  
whereas the said John at New Northampton on the 1<sup>st</sup> Day of May  
in the year of our Lord One Thousand Seven hundred & Ninety four  
by his certain writing in Obligatory under his hand & Seal of  
that date acknowledged himself to be held and firmly bound unto  
the said Jonathan and Aaron in the said sum of 500 Spanish  
Milled Dollars to be paid to the said Jonathan and Aaron their  
Heirs or assigns meaning on demand for the true payment  
of the said sum of Five hundred Spanish Milled Dollars the said  
John by the said Writing Obligatory bound himself his Heirs Ex  
ecutors Administrators & assigns yet the said John tho often  
thereunto requested has never paid the said Jonathan & Aaron the  
said sum of Five hundred Spanish Milled Dollars or any part  
thereof but hitherto has and still does refuse so to do to the  
Damage of the said Jonathan and Aaron £150. This action  
was entered at the last Sept<sup>r</sup> Term at which time the Pl<sup>y</sup> appear  
and the Def<sup>t</sup> tho three times called to come into Court made de  
faut of appearance in Court & the Case was contin<sup>d</sup> for next  
Term to Term to this time & now at this time at the  
Pl<sup>y</sup> appear & Samuel Smith brings the said John under into  
Court for whom he stands bound & prays he may be dis  
charged & the Sheriff is directed to receive said Leonard into  
Custody & said Sam<sup>r</sup> is discharged accordingly & it is now  
considered by the Court that the said Jonathan & Aaron do  
never against the said Leonard Costs of Suit taxed at £3. 13. 11  
& thereof &c

Whitney vs

Job Whitney of Deerfield in the County of Hampshire Gent  
vs Ezekiel Banam of Greenfield in P<sup>r</sup> County Deputy Sh<sup>r</sup> Sep 24 1794  
within P<sup>r</sup> County Def<sup>t</sup> In a Plea of Replevin &c as set forth  
in the Declaration on File &c. This Case was entered at the  
last Sept<sup>r</sup> Term and continued from Term to Term to this time &  
now the Pl<sup>y</sup> being three times called to come into Court is  
nonesuit The Def<sup>t</sup> appears and prays Judg<sup>t</sup> for his Costs  
Wherefore it is considered by the Court that the said Banam do  
never against the said Whitney his Costs including this suit

land at L. 2. p. 6 & thereof Exon ip<sup>o</sup> June 8<sup>th</sup> 1795

Carey & al<sup>er</sup>  
Cook<sup>r</sup>  
Sep<sup>r</sup> 24 1794

Thomas Carey of Ruwe in the County of Hampshire & Bethia  
his Wife Pls vs. Moses Cook Jun<sup>r</sup> of Amhurst in<sup>s</sup> County Gen<sup>t</sup>  
Deft<sup>r</sup> In a Plea of the Case for that whereas the said Moses at  
Greenfield aforesaid in the Day of the purchase of this Writ  
was justly indebted to the <sup>Thomas</sup> said Bethia in the Sum of Ten Pounds  
five Shillings and pence for Work and Labour according to  
the Schedule annexed by the said Bethia before her intermar-  
riage with said Thomas for the said Moses at his Special In-  
stance and request there before that time done & performed  
and being so indebted to the said Moses there after & as on  
the same Day in consideration thereof promised the Pls to  
pay them the same Sum upon Demand yet he hath never  
paid the same the requested but neglected it. To the Damage of  
the said Thomas and Bethia fifteen Pounds. This Action com-  
menced at the last September Term and was contin<sup>d</sup> from Term  
to Term to this Time and now the Pls appear & the Deft<sup>r</sup>  
the three Times called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court  
that the said Thomas & Bethia recover against the said Moses  
Ten Pounds five Shillings & ten pence of L<sup>ts</sup> Damages &  
Costs of Suit taxed at L 5. q. 5 & thereof Lc.

Exon ip<sup>o</sup> May 26 1795

William  
& Murray  
Sep 67 1794

Aaron Dickinson of Hatfield in the County of Hampshire Hus-  
bandman Pls vs. Seth Murray of Hatfield Esquire & John Stone of  
Chertsey in<sup>s</sup> County Innholder Pls In a Plea of the Case for  
that the said Seth and John at Hatfield aforesaid in the first Day of May  
Instant were justly indebted to said Aaron in the Sum of thirty  
Pounds Lawful Money for so much money before that Time had  
advanced by them the said Seth & John to the use of him the  
said Aaron and being so indebted said Seth & John then & there in  
consideration thereof promised said Aaron to pay him the  
same on Demand yet the said Seth & John the often there requested  
have never paid the same or any part thereof but wholly refused  
to do so. To the Damage of the said Aaron thirty five Pounds  
This Case was commenced at the last Sept<sup>r</sup> Term & from thence  
contin<sup>d</sup> from Term to Term to the last Term then next at  
which Time the Deft<sup>r</sup> appear and agree to suffer this Case to  
be tried by a Jury of the County of Hampshire & by 12 men to be

and Mr. Smith Dickinson the award of them or any two of them to  
be final to be returned into Court Judge to be made up & Excor  
pound accordingly Which agreement of the <sup>Parties</sup> was made the  
Rule of this Court in this Case And it was <sup>then</sup> considered by the Court  
that the said Parties have Day here in Court until the third Tuesday  
of May next - & the Case was continued for within time &  
now at this Time the Parties appear and the Referee by  
them chosen send into Court their award viz that the said  
Aaron Dickinson do recover against the said John Murray and  
John Stone the Sum of Eleven Pounds two Shillings & seven  
pence Damages in full Satisfaction of the said Demand together  
with the Cost of this Reference being Twenty <sup>seven</sup> Shillings & two  
pence & the Cost of Court to be taxed by the Court - which  
Award is read and accepted & it is considered by the Court  
that the said Aaron do recover against the said John & John  
Eleven Pounds two Shillings & seven pence of Lawful  
Damages & Costs of Suit taxed at £2.14.1 & thereof  
Exec. 3<sup>d</sup> May 27 1795

Joseph Parsons Jun<sup>r</sup> of Northampton in the County of Hampshire  
Gentleman Pl<sup>y</sup> vs Timothy Mather of S<sup>t</sup> Northampton Yeoman  
and Henry Porter late of Northampton Gent<sup>l</sup> Deft<sup>s</sup> In a Plea  
of Trespass on the Case so that the S<sup>t</sup> Timothy and Henry at S<sup>t</sup>  
Northampton on the twenty third Day of March in the Year  
of our Lord 1709 by their Note of Hand of that date for Value  
received promised the said Joseph to pay him or Order the Sum of  
£24.10 in consolidated Notes of the Commonwealth of Mass<sup>t</sup>  
such as the said Joseph with Interest on the same from Sept<sup>r</sup> 1<sup>st</sup> 1707  
meaning from the first day of Sept<sup>r</sup> in the Year of our Lord  
1707 - Also the Sum of fifteen Pounds three Shillings & six  
pence in the like Notes with Interest on the same from Jan<sup>y</sup>  
1<sup>st</sup> 1705 (meaning the first day of Jan<sup>y</sup> in the Year of our  
Lord 1705) on demand And the Pl<sup>y</sup> in fact says that  
consolidated Notes of the Commonwealth of Mass<sup>t</sup> such as the  
were on the same 23<sup>d</sup> Day of March aforesaid & since  
have been and now are of the value of Twenty Shillings  
Lawful M<sup>o</sup> on the Pound to wit at Northampton aforesaid  
and that he has always been ready at S<sup>t</sup> Northampton  
to have rec<sup>d</sup> said Notes of the said Deft<sup>s</sup> yet they have not  
nor hath either of them ever paid the Contents of said Note

96  
Parsons Jun<sup>r</sup>  
vs Mather and  
Sept 103 1796

to the said Joseph but neglect and refuse to do it To the Damage  
of the said Joseph Fifty Pounds. And This Case was commen-  
ced at the last Sept<sup>r</sup> Term and continued from thence to the Jan-  
uary Term ~~thereafter~~ following, at which Time the Parties  
appeared and agreed to refer this Case to the Judge & determina-  
tion of. Mess<sup>rs</sup> Benjamin Tappan, Joseph Cook & Josiah Dick-  
inson the Award of them or any two of them to final to be  
returned into Court & Judgt to be made up and Exon upon  
Motion which Pleigment of the Parties <sup>there</sup> made the Rule  
of this Court in this Case and it is considered that they have  
Day here in Court until the next Term & the Case was  
then continued to this Time & now the Parties appeared  
the Referees by them chosen and into Court their Award  
Viz that the said Joseph Parsons do recover of the s<sup>d</sup>  
Timothy £23. 0 Damages and Costs of this Reference being  
Thirteen shillings and six pence & the Costs of Court to be  
taxed by the Court. Which said Award is read & accepted  
and it is considered by the Court that the said Joseph do recov-  
er against the said Timothy twenty three Pounds Eight  
shillings of £<sup>m</sup> Damages & Costs of Court taxed at £2. 19. 1  
& there of &c.

Exon ip June 3<sup>d</sup> 1795

Wesson vs  
Britton

Sept 10<sup>th</sup> 1794

John Wesson of Brookfield in the County of Brookfield Yeoman  
Pl<sup>y</sup> vs William Britton of Elham in the County of Hampshire <sup>Clothier</sup>  
Def<sup>t</sup> In a Plea wherein the said John demanded against the s<sup>d</sup>  
William the Parcel of Land hereafter mentioned & described with  
the appurtenances lying and being in Elham aforesaid  
which said Land is bounded and described as follows to wit  
beginning at a Stake and Stone at the South East Corner  
of the same Land & joining the Highway east of the  
Dwelling House on said Land thence running a Northerly  
Point across the Large Pond to the North Bank of said Pond  
thence running a Northerly point & adjoining Oliver Glap  
thence crossing the River & southerly point to a Stake & Stone  
& joining the Highway that runs parallel hereto the said  
Elham thence an easterly point adjoining said High-  
way to the first mentioned parcel with a Dwelling House &  
Tilling Mill on the same Land excepting however the piece  
of Land here to all Persons from the Highway aforesaid

the Forge next adjoining said Land through the East part of  
 described Premises and the Privilege of such a part of the Water  
 in the same Pond aforesaid as shall be sufficient to occupy the said  
 Forge which same Land with the Appurtenances the said John  
 Claims as his Right & Inheritance excepting as is above excepted  
 and into which the said William hath not Entry but by dis-  
 seisin by him unjustly and without Judgment committed  
 within twenty years now last past and Whereupon the De-  
 mandant saith that he within twenty years now last  
 past in a Term of Law was seised of the said Demanded Premises  
 with the Appurtenances in his Demure as of Free and Right  
 taking the profits thereof to the value of twenty Shillings by the  
 Year and into which the said William hath not Entry but  
 by the Disseisin aforesaid by him unjustly & without Judgment  
 committed within the Term of Twenty years now last past  
 and whereof the said John saith that the said William still  
 dispossesseth him and holds him out therefrom To the Damage  
 of the said John two Hundred Pounds. This action was entered  
 at the last Sept<sup>r</sup> Term and from thence until from Term  
 to Term to this Time and now the Pl<sup>y</sup> appears by Sam<sup>l</sup> Finch  
 Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by Lewis Jones Esq<sup>r</sup> his Att<sup>y</sup>  
 and Jonas Whitney comes into Court & prays he may defend  
 &c in this Suit and it is considered by the Court that he be  
 permitted and the said <sup>by P. Jones</sup> comes and defends the Fore and  
 Injury whereof and says the said William is not guilty in man-  
 ner & form as the said John has in his Declaration within  
 alleged against him and of that he puts himself in the  
 Country for Trial & the said John likewise Thereupon  
 a Jurat this Time returned and impannelled as the Judge  
 directs &c and being sworn to try the due declare upon their  
 Oath that they find the Def<sup>t</sup> is not guilty.  
 Whereupon the Pl<sup>y</sup> by his Att<sup>y</sup> aforesaid appeals from the Judgment  
 of this Court to the Supreme Judicial Court to be holden  
 at Northampton aforesaid on the fourth Tuesday of September  
 next and he recognizeth with Sureties as the Law directs  
 for his the said John's prosecuting the same with effect  
 as by said Recognizance on File does appear &c

Mayo vs  
Stevens  
Sep 12<sup>th</sup> 1794

Joseph Mayo of Warwick in the County of Hampshire Esq  
Pl<sup>y</sup> vs Martin Stevens of said Warwick Husbandman Def<sup>t</sup>  
In allia of the Case for that Whereas said Martin at said War-  
wick on the twenty eighth day of February in the Year of our  
Lord 1792 by his Note for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay  
him in his Order £10. in good ~~mountable~~ Buff Cattle  
meaning to pay & deliver to the Pl<sup>y</sup> at his dwelling House  
in said Warwick so many good Buff Cattle as would come  
to said Sum of Ten Pounds at Cash price on or before the  
first day of Sept<sup>r</sup> in the Year of our Lord 1793 with Interest  
till paid and the Pl<sup>y</sup> saith that he has been ready ever  
at his said dwelling House to receive s<sup>d</sup> Cattle yet said  
Martin tho<sup>t</sup> often requested has never paid & delivered the same  
but neglects it - To the Damage of the Pl<sup>y</sup> twenty  
Pounds - This Case was entered at the last Sept Term &  
contin<sup>d</sup> from thence to this Time and now the Pl<sup>y</sup> appears  
and the Def<sup>t</sup> tho<sup>t</sup> three times called to come into Court makes  
Default of appearance here - Wherefore

Wright vs  
Wells  
Sep 14<sup>th</sup> 1794

Isaac Wright of the City of New York in the County of New York  
and State of New York Merchant Pl<sup>y</sup> vs Thomas Wells of London  
in the County of Hampshire Def<sup>t</sup> In allia of the Case  
for that Whereas the said Thomas at New York agreed to wit at  
Barnard's Store agreed on the 9<sup>th</sup> Day of Nov<sup>r</sup> last past by his  
Note under his Hand of that date for value received promised  
the Pl<sup>y</sup> to pay him in Order the Sum of Forty seven Pounds &  
seven Shillings and Ten pence New York Currency equal in  
Value to £35. 34. 10<sup>1</sup>/<sub>2</sub> lawful M<sup>ts</sup> of Massachusetts to be paid  
in six Months from the date of said Note yet the said Thomas  
hath never paid the same tho<sup>t</sup> requested but neglects it To the  
Damage of the said Isaac One Hundred Pounds - This Case  
was entered at the last Sept Term and from thence contin<sup>d</sup>  
to this Time and now the Pl<sup>y</sup> appears and the Def<sup>t</sup> tho<sup>t</sup> three  
times called to come into Court makes Default of appearance  
here - Wherefore it is considered by the Court that the Pl<sup>y</sup>  
recover against the said Thomas Forty eight Pounds seven Shillings  
and Ten pence New York Currency and Costs of Suit taxed at £5. 3. 4

90  
Nath Rogers of Race in the County of Hampshire Yeoman Pl  
vs Isaac Langton of St. Neve Yeoman Def<sup>t</sup>. In a Plea that the Rogers vs  
render to him Sirin & Possession of a certain Tract or Parcel of Land Langton  
in Rowe a piece containing sixty two Acres lying in Rowe a piece Sep 152 1794  
and bounded as follows beginning in the Meadow at a Stake & Stones  
standing by Old Fords Southwest Corner of his Farm that he sold  
to Capt John Wills from thence running Northwardly on said Fords  
West Line two Hundred & Forty Rods to a Stake and Stones from thence  
Westwardly twenty four Rods to a Stake and Stones then Northward  
ly to a Stake and Stones by Deacons Fords Land from thence run  
ning Westerly Forty Rods to a Stake and Stones from thence North  
wardly One Hundred Rods to a Stake and Stones by Nathans  
Fords Land from thence Eastwardly Thirty six Rods to a Stake  
and Stones Southwardly two Hundred & Thirty Rods to a Stake  
in the Meadow by Potters Land from thence thirty three  
Rods to the first mentioned Corner being the eighth part of  
Cornelius Jones's improved Land in his home place that he  
sold to William Packhart Isaac Wood Samuel Rogers & Eliot  
Makepeace and says that he was seized of the Premises as in his  
own demesne as of Fee in a peaceable time within thirty years  
last past taking the profits thereof to the value of Four Pounds  
by the Year & ought still to hold the same accordingly yet that  
Isaac hath entered into the Premises & within three Months  
last past & unjustly dispossessed him the said Moses & still holds  
him out to the Damage of the said Moses two Hundred Pounds  
This Case was entered at the last Sept<sup>r</sup> Term and continued  
from thence to this Time And now at this the Pl<sup>y</sup> appears  
by William Coleman Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by Jonathan  
Leavitt Esq<sup>r</sup> his Att<sup>y</sup> comes and ~~defends~~ into Court and  
disclaims all Title to any part of the Land within mention  
ed except three pieces of Land which are described in the Ex<sup>co</sup>  
in favour of s<sup>d</sup> Langton against Daniel Coon a copy of which  
Ex<sup>co</sup> is in this Case and for Plea says he is not guilty in  
manner and form as the said Moses in his Declaration has all  
edged against him and of this he puts himself on the Country  
And the Pl<sup>y</sup> likewise. Whereupon a Jury at this returned  
and impanelled as the Statute directs & being now sworn  
to try the Issue declare upon their Oath that they find  
the Def<sup>t</sup> is not guilty in manner & form as set forth in the

Declaration - Wherefore it is considered by the Court that  
the said Isaac do recover against the said Moses his costs in  
defending this suit taxed at

Bush vs  
Fowler Jr  
Sep 169 1794

Moses Bush of Suffield in the County of Hartford & State of  
Connecticut vs <sup>Silas</sup> David Fowler only gentleman and David  
Fowler Junr Gentleman both of Southwick in the County of  
Hampshire Defrs In a Plea of Debt that to the Plf the said Silas  
and David render the sum of one hundred and sixty Pounds & more  
which to the Plf the said David and Silas justly owe & from him  
unjustly detain for that whereas the said Silas and David on  
the twenty ninth Day of January in the Year of our Lord 1793  
at Southwick aforesaid by their writing Obligatory of that date sealed  
with their Seals & signed with their hand writings acknowledged  
themselves to be firmly bound to the Plf in the sum of One hundred  
and sixty Pounds to be paid to the Plf on Demand as by  
said Writing Obligatory now here in Court to be shown appears  
yet the said Silas & David altho' often thereunto requested &  
demanded & particularly at Southwick on the first day  
of August Instant never have paid said One Hundred <sup>and sixty</sup> Pounds  
but have hitherto refused and still do refuse to pay the same  
to the Damage of the said Moses One Hundred & sixty Pounds  
This case was entered at the last Sept<sup>r</sup> Term and was contin'd  
from thence to the Nov<sup>r</sup> Term at which time the Parties appear  
and the said Silas by Joseph Lyman Esq<sup>r</sup> his atty<sup>r</sup> prayd Oyer of the Bond  
and the Case was contin'd to the next Term and from thence to  
this time & now the Plf appears where the Plf appeared & the  
Defrs the three times called to come into Court made Default of  
Appearance & the Case was contin'd to this time & now the  
Plf appears and prayd Judgment wherefore it is considered by the  
Court that the said Moses do recover against the said Silas  
Fifty seven <sup>Eighteen Shillings & four pence</sup> Pounds of Damages and costs of that taxed at  
£4.3.7 & therefor to be paid to the said Moses 5<sup>th</sup> June 1795

Bennett vs  
Greenbridge  
app<sup>r</sup>  
Sep 169 1794

John Bennett of Suffield in the County of Hampshire at vs John Murray and County of  
Greenbridge of Buckland in the County of Hampshire  
German app<sup>r</sup> In which original Case the said David was Plf & the said  
John & John Defrs from the Judgment of said David & in a Plea of the  
Case for that whereas the said John & John at Greenfield aforesaid on the  
Day of the year 1793 of the said David are jointly indebted to the Plf in the sum  
of thirty one pounds and eight pence for the said David's then before

that time sold and delivered to the aforesaid John & John at their special instance & request & being so indebted they then & there in consideration thereof promised the Pl<sup>y</sup> to pay him the same on Demand yet they have never paid the same tho' requested but neglect it. To the Damage of the said Daniel Four Pounds. This Case was entered at the last Sept Term at which Time the Parties appeared & agreed to refer this Case to the Judgment and Determination of Hugh M<sup>r</sup> Lallen Sam<sup>l</sup> Barnard & John Gutteridge The Award of them or any two of them to be final &c. which agreement of the Parties was made the Rule of Court in this Case & the Case was continued to the next Term and from Term to Term to this Time & now at this Time the sd Daniel the Original Pl<sup>y</sup> appears and moves to the Court that the aforesaid Rule entered into may be discharged and it is considered by the Court that it be discharged accordingly & the sd John & John the Original Def<sup>s</sup> being sometimes called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that the sd Daniel do recover against the said John & John One Pound Thirteen Shillings of 1<sup>st</sup> mo Damages & Costs of Suit taxed at £5.2.3 & thereof &c.

Given in June 1795

Ele Cooly of Dursfield in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs Mary Wright of sd Dursfield Yeoman Def<sup>t</sup> In a Plea &c.  
as set forth in the Declaration on file &c. This Case was entered  
at the last Nov<sup>r</sup> Term and continued from Term to Term  
to this Time and now neither Party appearing this Case  
is dismissed &c.

Cooly vs  
Wright  
Nov 1 1794

Jacob Sampson of Amherst in the County of Hampshire  
Innholder Pl<sup>y</sup> vs Thomas Thayer late of Newbury in sd  
County his bandman & Asaph Lyon of New Salem in sd County  
Trader Agent Attorney Justice & Factor of Thomas Def<sup>t</sup>  
In a Plea of the Case for that whereas the said Thomas at New-  
ampton aforesaid on the 10<sup>th</sup> Day of April last past by receipt  
of that date for value received promised the Pl<sup>y</sup> to pay him  
or his Order the sum of three Pounds fifteen Shillings & six  
pence within six Months from the date of said Note with interest  
Interest thereon till paid. Also for that whereas the said Thomas  
hereafter on the day of the perusal of this Writ being in-  
debted to the Pl<sup>y</sup> in another sum of One Pound Eight Shillings  
& six pence lawful money according to the Act heretofore made

Sampson vs  
Thayer & Ag<sup>t</sup>  
Nov 14 1794

in consideration thereof promised the <sup>My</sup> to pay him the same  
sum or demand yet said Thomas the often requested has  
never paid either of said sums but neglects it To the Damage  
of Jacob Ten Pounds and the Thomas has absconded & is absent  
out of this Commonwealth and his Goods & effects are concealed  
so that neither they nor his Body can be come at to be attached  
and a phidgen of New Salem in said County Trader is Leg<sup>t</sup>  
Attorney and Factor of the said Thomas and has Goods Effects &  
Credits of the said Thomas in his Hands but will not expose  
thesame to view so that the same can be come at to be attached  
This Case was commenced at the last Nov<sup>r</sup> Term at which  
Time the said Ag<sup>t</sup> <sup>Malpas and the</sup> appeared and being sworn as the Law directs  
Testified that at the time of this Service of the writ return<sup>d</sup>  
the said Thomas Eleven Pounds 3/3 to be paid in neat Cattle  
& the Case was Contin<sup>d</sup> to the next Term and from thence to  
this Time and now at this Time the said Thomas being this  
time called to come into Court on his Default of appearance  
here - Wherefore it is considered by the Court that the  
Jacob do recover against the said Thomas  
of 1<sup>st</sup> the Damages and Costs of that land at 1<sup>st</sup> (Merch 8)

Page 21  
Goddard & ag<sup>t</sup>  
Nov 15 1794

Benjamin Maye of the District of Orange in the County of  
Hampshire Gent<sup>r</sup> Myer Moses Goddard late of said District  
of Orange Gent<sup>r</sup> and Oliver Chapin of sd Orange Trader Agent  
Attorney Trustee & Factor of said Moses Esq<sup>r</sup> In a Plea of the  
Case for that Whereas the said Moses at New Hampshire a pri<sup>or</sup>  
on the 26<sup>th</sup> Day of May last past being indebted to the <sup>My</sup> in  
the sum of Eighteen Pounds Law<sup>d</sup> for the Board of said Goddard  
late of the said Moses from the sixteenth day of March in the year  
of our Lord 1793 to the 26<sup>th</sup> Day of May last past in considera-  
tion thereof promised the said Benjamin to pay him the same  
sum or demand - It is that the said Moses then after on  
the same 4<sup>th</sup> day of May in consideration hereof the said Benja-  
min has before that Time at the special Instance & Request of  
the said Moses taken into his said Benjamin's House the said  
Moses Goddard & his fund & provided for Victuals Drink &  
Expenses for the said Moses Goddard for the said time as above men-  
tioned & promised the said Benjamin to pay him so much Money  
as for as he reasonably deserved to have for the same rate  
and the said Benjamin were he reasonably & lawfully to have  
for the same the sum of Eighteen Pounds Law<sup>d</sup> 10<sup>0</sup> Shillings  
the said Moses had the said sum of Eighteen Pounds Law<sup>d</sup> 10<sup>0</sup> Shillings

is never paid either the Sum aforesaid but neglects it to the Dam-  
 age of said Benjamin Forty Pounds & said Moses has absconded & is ab-  
 sent out of this Commonwealth & his Goods & effects are concealed so  
 that neither they nor his body can be come at to be attached & that  
 the aforesaid Oliver is Agent Attorney & Factor of said Moses & has  
 Goods & Effects & Credits of said Moses in his hands but will not expose  
 the same to view so that the same can be come at to be attached  
 This Cause was commenced at the Term of this Court the second  
 Tuesday of November last when the Dy appeared & the P Oliver  
 being three Times called to come into Court made Default of  
 appearance in Court & the Cause was continued from Term to Term  
 according to the Statute to this Time & And now the Dy appears  
 by Daniel Bigelow Esq his Atty & the Dytt by John Taylor Gent  
 his Atty comes into Court & defends the Title and Injury where  
 and for pleads he never promised the Dy in manner & form  
 in hath alleged against him & that he hath himself in the Coun-  
 try And the P Benjamin reserving to himself Liberty to  
 plead anew upon trial of the special says that the Plea of the  
 said Moses is insufficient & that he is not bound to answer the  
 same Wherefore for want of a sufficient Plea he prays Judgment  
 And the said Moses consenting to the Reservation aforesaid  
 does the same Whereupon all & singular the Premises  
 being seen and by the Court understood it appears to the Court  
 that the Plea aforesaid of the said Moses by him pleaded & the  
 matters therein contained is a full & sufficient answer to the  
 Declaration of the aforesaid Benj<sup>n</sup> & that both the said Benjamin  
 by his Plea aforesaid ought to receive nothing Therefore it is  
 considered by the Court that the said Benjamin by his Plea a-  
 forsaid do receive nothing but that for his groundless Claim  
 he be in Murrage & And it is further considered by the Court  
 that the said Moses do recover against said Benjamin his  
 Costs in defending this Suit taxed at £  
 Whereupon the said Benjamin by his Atty aforesaid appeals  
 from the Judgment of this Court to the Supreme Judicial  
 Court to be holden at Northampton in the County of Hampshire  
 on the fourth Sunday of September next & he re-  
 quires with Sureties as the Law directs for the Benjamin  
 prosecuting his said appeal with effect as by said Benj<sup>n</sup>  
 done on File does appear &

Smith & al vs Joseph Smith of Dudley in the County of Worcester Gent<sup>r</sup> & Sarah  
Mayo  
Nov<sup>r</sup> 17 1794  
his Wife in right of the said Sarah & William Carter of the same  
Dudley Yeoman & Hannah his Wife in right of the said Han-  
nah vs Benjamin Mayo of Orange in the County of  
Hampshire Gent<sup>r</sup> D<sup>ct</sup> in a Plea of Land wherein they Demand  
against the said Benjamin Possession of one third the parts of two  
certain pieces of Land lying and being in Orange aforesaid with  
the appurtenances bounding as follows viz One Piece containing  
Seventy five acres be the same more or less in Lot No 1 in the 3<sup>d</sup>  
Division as Originally laid out bounding easterly on a High  
way & Northerly Southerly & Westerly on said Benjamin & Land  
The other Piece containing One Hundred acres be the same  
more or less in Lot Number 34 in the said Division as  
Originally laid out bounding Northerly on Land of John  
Bull Easterly on Lot Number 39 in the said Division  
Southerly on Lot Number Forty three in the said Division  
Westerly on Lot No 25 & 26 in said Division as their  
Shares & proportions of the same by Inheritance so that one  
Thomas Mayo late of Roxbury in the County of Norfolk deceased  
Grandfather of the Demandants in a Time of Peace viz on the 9<sup>th</sup>  
Day of April in the Year of our Lord & Saviors Thousand & Forty  
Eight was seized of the above described two pieces of Land in  
his Demesne as of Fee and Right & afterwards on the same  
Day made his last Will & Testament in writing duly executed  
under his hand & seal & therein gave & bequeathed the above  
described two Pieces of Land to his three sons John Mayo the  
Mayo & Joseph Mayo equally & to their Heirs & Assigns forever  
and afterwards on the twenty sixth day of May in the Year  
of our Lord 1750 did seized of the same two Pieces of Land hav-  
ing his said three sons John Thomas and Joseph & the said last  
Will & Testament was there afterwards on the 5<sup>th</sup> Day of June  
in the same Year last mentioned duly proved & approved when  
by the above last named John Thomas & Joseph became In the  
seizure of the same two pieces of Land in their Demesne as  
of Fee & Right in equal Parts and parts in Common  
afterwards on the 27<sup>th</sup> Day of July in the Year of our Lord 1751  
the said John did the said of the above described two Pieces  
of Land as Tenants in Common with his two Brothers Thomas  
and Joseph and without having respect of the same in by

last Will & Testament having one Son viz John Mayo and four Daughters  
viz Mary & Elizabeth & the Demandants said said Sarah & Hannah  
his only Children and Heirs & thereupon by the said John the father  
of the Demandants Right Share proportion & property line to  
the above described pieces of Land descended to them here said  
Children to be held between them in such Share & Proportion as  
the Laws of the Commonwealth in such case provide & thereupon  
the now Demandants became seized of the Demanded Premises  
as the Law requires & ought now to be in Protection & Possession  
thereof but the said Benjamin hath since the Death of the said  
Thomas Mayo Grand father of the Demandants unjustly &  
without Lawful Judge entered thereon and dispossessed the Dem  
andants thereof and still unjustly withholds the Possession of  
the said demanded Premises from them to the Damage of the  
said Joseph Sarah William & Hannah One Hundred Pounds  
This Case was ~~continued~~ entered at the Term of this Court the  
second Tuesday of November last & continued from Term to Term  
to this Time And now at this Time the Pls appear by  
Clary Merrick Esq their Atty & the Deft by Simon Strong  
Esq his Atty comes and Defends & when asked for Plea  
says that he is not guilty in manner & Form as the Dem  
andants in the foregoing Declaration have alleged & that of  
himself for the Country And the Pls reserving Lib  
erty to waive this Demurrer & join issue at the Supreme  
Judicial Court & agreeing that one Trial on their part shall  
be final says that the aforesd Plea is bad & insufficient &  
And the said Benjamin says his Plea is sufficient  
Whereupon all and singular the Premises being seen & by  
the Court here understood it appears to the Court that the Plea  
aforesaid of the said Benjamin by him pleaded & the Matters  
therein contained is an insufficient Answer to the Declara  
tion of the said Pls & ought not to preclude them from having  
& maintaining their Action The reason is considered by  
the Court that the said Joseph Sarah William and Hannah do recover  
against the said Benjamin Judgment for the Possession of the Demanded  
Premises & costs of Suit taxed at £  
Whereupon the said Benjamin by his Atty aforesaid appeals  
from the Judgment of this Court to the Supreme Judicial Court to  
be holden at Northampton in for the County of Hampshire  
on the fourth Tuesday of September next & he recognizes with  
Sureties for said Benjamin's prosecuting & appearing with effect &  
as by & Recognition in file does appear

Dickinson  
Murray  
Nov 30 1794

Abner Lechman vs. John Murray Esq. of Hatfield in the County of Hampshire  
In a Plea of Trepass on the Case for that the said John at Hatfield  
on the twenty fifth Day of October last past by his Note and hand  
of that Date for value received promised the said Abner to pay him  
Twenty six pounds (meaning lawful Money) by the twentieth  
Day of March then next Interest till paid & of the said John  
who often requested hath not paid said Sum or any part thereof  
to the said Abner but neglects & refuses to do it - To the Dam-  
age of the said Abner Thirty Pounds - This Case was commenced  
at the last Mic Term and from thence continued from Term to  
Term to this Time and now the said John appears and the Deft.  
the three Times called to come into Court makes Default of  
appearance here - Wherefore it is considered by the Court that  
the said Abner do recover against the said John twenty eight  
Pounds Nine Shillings & seven pence of Damages & Costs  
of Suit taxed at £2. 4. 5 & thereof &c.

Hawks vs  
Tuxon  
Nov 25 1794

Paul Hawks Junr late of Liwon in the County of Berkshire  
Yeoman Pls Calvin Tuxon of Charlmonst in the County of  
Hampshire Yeoman Defct In a Plea of the Cure for that the said  
Calvin at Dursfield in the said County of Hampshire on the Nine  
teenth Day of April in the Year of our Lord One Thousand Seven  
Hundred and Ninety four by his Wote under his hand of that  
date for value recd promised the said Paul to pay him the sum  
of. Six Pounds Nine shillings & four pence lawfull money on  
Demand with Lawfull Interest for the same till paid Yet  
Calvin Tho' often requested thereto hath never performed his  
said Promise but neglects. To the Damage of the said Paul  
Seven Pounds. This Case was commenced at the last New  
Term and continued from thence from Term to Term and to  
this time and now at this time the Pl<sup>y</sup> appears & the Defct  
has three Times called to come into Court on the 2<sup>d</sup> of  
April, nowhere. Wherefore it is considered by the Court  
that the said Hawks do recover against the said Tuxon Six Pounds  
Nine shillings & four pence by Law Damages & Costs & that  
the said Pl<sup>y</sup> be paid. Whence the said Tuxon by his Wote  
doth not move for a stay from the Judgment of this Court to  
the Supreme Judicial Court to be holden at B. M. in the County of  
Hampshire on the 2<sup>d</sup> of September next. And the Court doth  
order that the said Tuxon pay to the said Hawks the sum of Six Pounds

prosecuting his said Appeal with effect & as by said Recognizance on  
File does appear - )

103

Sylvester Woodbridge of Southampton in the County of Hampshire  
Physician Pl<sup>y</sup> vs Thomas Clap of Southampton Yeoman Deft  
In a Plea &c as set forth in the Declaration on File &c This Case  
was commenced at the last New Term and continued from Term  
to Term to this Time and now Neither Party appearing this  
Case is dismissed -

Woodbridge  
vs  
Clap  
Nov<sup>r</sup> 27 1794

Moses Hays of Southwick in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs James Campbell Gardner Campbell and James Campbell  
Jun<sup>r</sup> all of Southwick in said County Yeomen Defts In a Plea  
of Trespass on the Case for that the said James Gardner & James Jr  
at S<sup>d</sup> Southwick on the 22<sup>d</sup> Day of November in the year of our  
Lord One Thousand Seven hundred & ninety three by their Writ  
in writing under their hands of that Date for Value rec<sup>d</sup> pro  
mised the Pl<sup>y</sup> to pay him twenty Pounds Lawful M<sup>o</sup> and dem  
and - Also for that the said James Gardner & James Jr at S<sup>d</sup>  
Southwick on the Day of the purchase of this Writ being justly  
indebted to the Pl<sup>y</sup> in another Sum of fifteen Pounds L<sup>m</sup> for  
the like Sum of Money then before that Time paid laid out &  
expended at the special Instance and request of the said  
James Gardner & James Jun<sup>r</sup> & being so indebted in consid  
eration thereof assumed upon themselves & to the Pl<sup>y</sup> then  
and there faithfully promised to pay him the same L<sup>m</sup> then  
tioned Sum in Demand - Yet the said James Gardner & James  
Jun<sup>r</sup> the often requested have not either of them performed ei  
ther of their promises aforesaid or any part of either of them  
but unjustly neglect it To the Damage of the said Moses  
twenty Pounds - This Case was entered at the last New  
Term and continued from Term to Term to this Time & now  
the Pl<sup>y</sup> appears & the Defts the three Times called to come  
into Court makes Default of appearance here - Wherefore  
it is considered by the Court that the said Moses do recover  
against the said James Gardner & James Jun<sup>r</sup> twenty  
Pounds of L<sup>m</sup> Damages & Costs of Suit taxed at £3.2.3  
& there of &c  
Done in C<sup>t</sup> June 2<sup>d</sup> 1795

Hays vs

Campbell & al  
Nov<sup>r</sup> 40 1794

See vs  
West  
Nov 5<sup>th</sup> 1794

Deprabah Lee of Lyme in New London County and State of Con-  
necticut Singlewoman Plf vs David West of Middlefield in  
County Yuman alias Gentlesman Defdt In a Plea of Debt  
That to the said Deprabah the said David Render the sum of  
Ten Pounds Three Shillings & two pence Lawful<sup>m</sup> which to the  
said Deprabah the said David justly owes and unjustly de-  
tains from the said Deprabah for that Whereas the said Deprabah  
at an adjourned County Court holden at New London within  
and for the County of New London <sup>at the place aforesaid</sup> on the first Tuesday of February  
Ann<sup>o</sup> Dom One thousand seven hundred & ninety four by  
the Consideration of the Judge of said Court reversed Judgment  
against the said David for the sum of Seven Pounds ten Shillings  
Damages & for the sum of two Pounds thirteen Shillings & two pence  
Cost of Suit for his not paying his certain Note in writing whereof  
the said David is convict as by the Record of said Court appears  
which Judgment remains in full Force & effect & the said Dep-  
rabah has not obtained Execution with Satisfaction of her  
Judgm<sup>t</sup> aforesaid whereby an ~~action~~ Action hath accrued  
to the said Deprabah to Demand and have the aforesaid sum  
nevertheless the said David hath never paid the same tho<sup>ugh</sup> after  
requested but yet neglects it - To the Damage of the said  
Deprabah Thirty Pounds - This Action commenced at  
the last Nov<sup>r</sup> Term at which Time the Plf appears & tho<sup>ugh</sup>  
tho<sup>ugh</sup> three Times called to come into Court makes default  
of appearance here - Wherefore the Case was contin-  
ued for Judgm<sup>t</sup> from Term to Term to this Time & now the Plf  
appears & prays Judgm<sup>t</sup> & it is considered by the Court  
That the said Deprabah do recover against the said David  
Ten Pounds nineteen Shillings & Six pence of S<sup>m</sup> Damages  
and Costs of Suit taxed at £3.5.11 & there of

Exec<sup>ution</sup> of May 26<sup>th</sup> 1795

Stone vs  
Harr  
Nov 11<sup>th</sup> 1794

Bellon vs  
Harr  
Nov 11<sup>th</sup> 1794

William Bellon of the County of Hampshire  
Gentleman Plf vs John Harrington of the County of Hampshire  
In a Plea and for the Declaration on Debt &c,  
That Case was entered at the last Nov<sup>r</sup> Term & continued from  
thence from Term to Term to this Time & now the Plf  
appears and prays Judgment this last Nov<sup>r</sup> Term appears and

provs Judgment for his Costs & it is considered by the Court that  
the said Danielson be allowed his Costs in Defending this Suit  
taid at £3.11.4

104

Daniel Forbes of Greenfield in the County of Hampshire Gent.  
Pls vs William Clark of Colrain in the County of Ingholmer Defts  
In a Plea &c, as set forth in the Declaration on file &c, This  
Case was commenced at the last Nov<sup>r</sup> Term and continued  
from Term to Term to this Time and now neither Party ap-  
pearing this Case was dismissed.

Forbes vs

Clark

Nov 70 1794

John Taylor of the City of New York and State of New York Merchant  
Pls vs Daniel Forbes Gent & William Coleman Gent both  
of Greenfield in the County of Hampshire Defts In a Plea  
of the Case for that the said Daniel & William at Greenfield  
aforesaid on the 22<sup>d</sup> Day of Novem<sup>r</sup> last past by their Note  
under their Hands of that date for value rec<sup>d</sup> promised the  
Pl<sup>y</sup> to pay him four hundred & twenty three Pounds ten Shil-  
lings & eleven pence New York Currency on or before the  
first day of May then next with Interest which Time has  
elapsed & And the Pl<sup>y</sup> avers that the Sum in New York cur-  
rency aforesaid is equal in value to three fourths of the same  
Sum in lawful Money of the Commonwealth aforesaid And  
that the lawful Interest in the State of New York when the  
Contract Originated is seven p<sup>r</sup> Cent yet the said Daniel  
& William tho<sup>t</sup> often then to request the same Sum & Inter-  
est have not paid but neglected it To the Damage of the Pl<sup>y</sup>  
John Three Hundred Pounds This Case was entered at the  
last Nov<sup>r</sup> Term and was continued from three Sessions  
to Term to this Time And now the Pl<sup>y</sup> appears & the Defts  
tho<sup>t</sup> three Times called to come into Court make default  
of appearance here Wherefore it is considered by the Court  
that the said John do recover against them Daniel & William  
One Hundred & thirty six pounds Eighteen shillings &  
five pence of & the Damages Costs of Suit taid at £3.11.10  
& Merc of &c

Taylor vs

Forbes

Nov 84 1794

Exec<sup>d</sup> in May 20<sup>th</sup> 1795

John Murray of New York in the County of Essex Merchant  
Merchant & Phillip Sanson of London in the Kingdom of  
Great Britain Merchant & joint Dealers in Trade Pls vs  
John Murray Esq<sup>r</sup> late of Hatfield in the County of Hampshire  
and John Bennett of Ashfield in said County of Hampshire

Murray &

vs Murray &

Nov 24 1794

Grovebridge vs  
Smith  
Dec 2 1844

1897  
 1898  
 1899

[illegible]

in the Case for that the said Samuel at Plymouth is Attorney  
 Day of May last past was justly indebted to said John for divers Trooping  
 indentments, according to the Schedule hereto annexed before that  
 time at the special instance and request of said Samuel sold & delivered  
 being necessaries suitable for the said Samuel's Degree & Situation  
 in Life and in consideration thereof the said Samuel then and  
 there undertook & promised upon himself & to said John justly & fully prom-  
 ised to pay him so much money on Demand as said Trooping in-  
 dentments were reasonably worth at the Time of the sale & deliv-  
 ery thereof with Interest & said John avers that they were reason-  
 ably worth the sum of Five Pounds & sixteen Shillings, Lawful  
 Money of which said Samuel there had instant Notice yet said Sam-  
 uel the often thereto requested hath not performed his said Promise  
 but unjustly neglected it & the said Samuel hath absconded & with-  
 drawn himself out of the Commonwealth & concealed himself  
 and his effects that neither can be come at to be attached & that Isaac  
 Phelps of said is Agent Factor and Trustee of the said Samuel &  
 has his Goods to the Damage of said John Ten Pounds. This Case  
 was commenced at the last Nov Term at which Time the said  
 Agent being thrice times called to come into Court made De-  
 fault of appearance here & it is considered by the Court that  
 the Case be continued until the next Term and it was accord-  
 ingly contin<sup>ed from Term to Term and from Term to Term</sup> from Term to Term to this Time & now at  
 this Time the Pl<sup>y</sup> appears & the said Samuel the Def<sup>t</sup> being  
 three Times called to come into Court makes Default of appearance  
 here. Wherefore it is considered by the Court that the said  
 John Phelps do recover again of the said Holcomb Five Pounds  
 sixteen Shillings and of Lawful M<sup>o</sup> Damages and Costs of Suit  
 taxed at £ 3. 0. 9 & thereupon, Exec<sup>u</sup> if<sup>o</sup> May 20 1775

Phineas Bagge of Pittsfield in the County of Berkshire Jun<sup>r</sup> Bagge vs  
 Pl<sup>y</sup> vs Russell Dewey of Westfield in the County of Hampshire Dewey  
 Jun<sup>r</sup> Def<sup>t</sup> In a Plea of Replevin for that said Russell Dewey on Nov 10 1774  
 the sixteenth Day of October current at Westfield unlawfully  
 and without any Justifiable Cause took the said Man of the  
 said Phineas Bagge & her unjustly detain<sup>ed</sup> to this Day to the  
 Damage of the said Phineas Bagge fourteen Pounds. This Case  
 was commenced at the last Nov Term and contin<sup>ed from Term</sup> from Term  
 to Term to this Time & now the said Pl<sup>y</sup> being three Times called  
 to come into Court makes non suit The Def<sup>t</sup> appears and prays  
 Judgment for his Costs. Wherefore it is considered by the Court  
 that the Property be returned and that the said Russell recover

One Pound Eight Shillings & Nine pence half penny Damages on the Bond and Costs of Suit taxed at £2.0.6

Exe<sup>cu</sup>tion June 2<sup>d</sup> 1795

Smith vs

Sacket

Nov 102 1794

Richard Smith Esq<sup>r</sup> of New London in the County of New London in the State of Connecticut Merchant. Vs David Sacket of Plainfield in the County of Hampshire Yeoman otherwise called David Sacket of Westfield in said County Yeoman Def<sup>t</sup>. In a Plea of Debt for that whereas the said David before Messrs Blep Esq<sup>r</sup> one of the Justices of the Peace for said County on the second Day of Nov<sup>r</sup> in the year of our Lord 1785 by his Recognizance in due Form by him under his hand and Seal executed and acknowledged according to the Direction of the Statute in such cases made & provided acknowledged himself to be indebted to the said Richard in the just Sum of Five Pounds ten Shillings & Three pence & 1/4 which Recognizance was by said Justice in due Form recorded which Record the Pl<sup>y</sup> brings into Court & the same Recognizance remaining unsatisfied thos<sup>d</sup> Richard duly sued out an Exec<sup>u</sup>tion in due form of Law which Execution hath been long since returned and remains wholly unsatisfied & the same Recognizance is still ~~due~~ in full force not discharged paid or annulled whereupon Action hath accrued to the Pl<sup>y</sup> to have & recover the same Sum with one Shilling & Ten Pence for<sup>d</sup> Exec<sup>u</sup> against said David yet thos<sup>d</sup> often requested he hath never paid the same but unjustly denies & refuses to do it To the Damage of the said Richard Ten Pounds. This Case was commenced at the last November Term and continued from Term to Term till this Time and now the Pl<sup>y</sup> appears and the Def<sup>t</sup> the three Times called to come into Court makes Default of appearance here. Wherefore it is Considered by the Court th<sup>t</sup> at the said Smith do recover ag<sup>t</sup> the said Sacket Six Pounds fifteen Shillings & Six pence & 1/4 Costs and Costs of Suit taxed at £2.14.1 & thereof &c.

Exe<sup>cu</sup>tion June 2<sup>d</sup> 1795

Gillet vs

Sacket

Nov 102 1794

Isaac Gillet of Granby in the County of Hartford & State of Connecticut Gentleman Vs Roland Parks Esq<sup>r</sup> & Roger Bayly Yeoman both of Westfield in the County of Hampshire Def<sup>t</sup>. In a Plea of Tresp<sup>as</sup> on the Case for that the said Roland & Roger at said Westfield on the 10<sup>th</sup> Day of July in the Year of our Lord 1794 by their Note in writing under their Hands of that date for Value not paid jointly and severally promised the Pl<sup>y</sup> to pay him the

Sum of Eighteen Pounds (meaning Lawful Money) worth of meat but  
the at Cash prior to be delivered at the said Molands dwelling House  
in Westfield aforesaid on the Tenth day of Sept<sup>r</sup> then next & if not  
paid by the said Tenth Day of September with Interest for the same  
untill paid & the Pl<sup>r</sup> avers that he hath ever been ready to receive  
the same Meat & cattle according to the Tenour of said Note & yet  
the said Moland and Roger the often requested have never paid  
the contents of said Note in any way nor any part thereof but  
unjustly neglect it - To the Damage of the said Isaac Thirty  
Pounds - This Case was entered at the last November Term &  
was continued from thence from Term to Term to this Time  
and now the Pl<sup>r</sup> appears and the Def<sup>t</sup> the three Times called  
to come into Court make Default of appearance here -  
Wherefore it is considered by the Court that the said Isaac  
do recover against the said Moland & Roger Eighteen Pounds  
Fifteen Shillings & Seven pence of Lawful Damages & Costs  
of Suit taxed at £3. 3. 11 & thereupon

116

Exon<sup>d</sup> in June 2<sup>d</sup> 1795

Samuel Dore Cook of Barre in the County of Orange and  
State of Vermont Yuman Pl<sup>r</sup> vs Jonathan Marsh Ripell of  
Greenfield in the County of Hampshire Yuman & Edmund  
Kawson of Montague in s<sup>d</sup> County Gent<sup>l</sup> Def<sup>t</sup> In a Plea  
of the Case for that whereas the said Ripell & Kawson at  
Montague aforesaid on the 20<sup>th</sup> Day of Sept<sup>r</sup> last past by  
their Note under their hands of that Date for Value rec<sup>d</sup>  
promised the said Cook (by the name of Samuel D Cook)  
to pay him or Order ten Pounds twelve Shillings & five pence  
in Merchantable pine Boards to be delivered at Green  
field Street by the first Day of Dec<sup>r</sup> then next with Inte  
rest & the said Ripell & Kawson have never paid the same  
the often requested and that the said Cook has ever been ready  
& was ready on the said first Day of Dec<sup>r</sup> aforesaid at said  
Greenfield Street to receive the contents of said Note accord  
ing to the Tenour thereof but neglect it - To the Damage  
of the Cook twenty Pounds - This Case was entered at  
the last January Term and from thence continued to this  
Time and now the Pl<sup>r</sup> appears and the Def<sup>t</sup> the three  
times called to come into Court make Default of appearance  
here Wherefore it is considered by the Court that the said  
Cook do recover against the said Ripell & Kawson Eleven Pounds  
one Shilling & 10<sup>p</sup> of Lawful Damages and Costs of Suit taxed at £2. 10. 11  
& thereupon

Cook vs  
Ripell & al  
Jan<sup>y</sup> 2 1795

Exon<sup>d</sup> in May 24<sup>th</sup> 1795

Packer vs  
Alford  
Jan'y 4 1795 William Packer of Guilford in the County of Windham & State  
of Vermont vs Ezzamar alia. Gent<sup>r</sup> Ply vs Caleb Alford of Barnardston  
in the County of Hampshire Gent<sup>r</sup> Deft<sup>r</sup> In a Plea of  
the Case for that whereas the said Caleb at said Barnardston on  
the 2<sup>d</sup> Day of May last past by his Note under his hand of that  
Date for value rec<sup>d</sup> promised the said William to pay him  
or Order the Sum of Thirteen Pounds 2<sup>d</sup> (meaning Shillings)  
by the first day of October then next with Interest yet the  
Caleb has never performed his promise as said the often  
requested but neglected it To the Damage of the said William  
twenty Pounds. This Case was entered at the last Jan'y  
Term and contin<sup>d</sup> from thence to this Time & now the Ply  
appears and the Deft<sup>r</sup> the three Times called to come into  
Court makes Default of appearance here. Wherefore  
it is considered by the Court that the said William do recover  
against the said Caleb  
and Costs of Suit taxed at £

Carey vs  
Ransom  
Jan'y 5 1795 Stephen Carey Jun<sup>r</sup> of Dursfield in the County of Hampshire  
Labourer Ply vs Elisha Ransom late of Whitburne Gent<sup>r</sup>  
Deft<sup>r</sup> In a Plea of the Case for that whereas the said Elisha  
at Greenfield of foresaid on the Day of the purchase of this Whist  
was justly indebted to the said Stephen in the Sum of Fif-  
teen Pounds Lawful Money according to the Schedule ann<sup>d</sup>  
ex<sup>d</sup> by the Ply for the S<sup>d</sup> Elisha at his special Instance &  
request there before that Time done and performed and being  
so indebted he the said Elisha then afterwards on the same  
Day in consideration thereof promised the Ply to pay him  
the same upon Demand yet he hath never paid the same  
the requested but neglected it. To the Damage of the  
Stephen twenty Pounds. This Case was entered at the  
last January Term and was contin<sup>d</sup> from thence to this  
Time <sup>at which Time</sup> And now the Ply appears and the Deft<sup>r</sup> the three  
Times called to come into Court made Default of appearance  
in Court & the Case was contin<sup>d</sup> from thence to this Time  
and now the Ply appears and prays Judgment. Wherefore  
it is considered by the Court that the S<sup>d</sup> Carey do recover ag<sup>t</sup>  
the said Ransom Fifteen Pounds of 2<sup>d</sup> Damages and Costs  
of Suit taxed at £ 3. 13. 0 & thereof &c.

Execut<sup>d</sup> May 26 1795

Nathan Carey of Dorchester in the County of Hampshire Solicitor 107  
 My vs Elisha Ransom late of the person in said County Gentleman Dyett Carey vs  
 In a Plea of the Case for that whereas the said Elisha at Green Ransom  
 died aforesaid on the Day of the purchase of this Debt was justly Jan 6 1795  
 indebted to the said Nathan in the Sum of Fifteen Pounds Lawful Money  
 for Work & Labour according to the Schedule annexed by the Dyett for  
 the said Elisha at his special Instance and request there before  
 that Time done and performed & being so indebted he the said  
 Elisha there afterwards on the same Day in Consideration  
 there of promised the Dyett to pay him the same upon Demand  
 & As he hath never before paid the same the requested but neg-  
 lects it To the Damage of the said Nathan Twenty Pounds  
 This Case was entered at the last January Term at which Time  
 the Dyett appeared and the Dyett the three times called to come  
 into Court made Default of appearance & the Case was con-  
 tinued to this Time and now the Dyett appears & prays Judgment  
 Wherefore it is considered by the Court that the said Carey  
 do recover against the said Ransom Fifteen Pounds  
 of Lawful Money Damages and Costs of Suit taxed at £3. 3. 2  
 Exec'd ip's May 26 1795

John Wells of Melburne in the County of Hampshire Gentleman Wells vs  
 My vs William Mather of Wharfedale in said County Joiner Dyett Mather  
 In a Plea of Case for that whereas the said William at Greenfield Jan 7 1795  
 aforesaid on the twelfth Day of December in the Year of our Lord one  
 Thousand Seven Hundred and Ninety Three by his Note under  
 his hand of that date for value received promised the Dyett to pay  
 him or Order the Sum of Nine Pounds & Money (meaning Lawful  
 Money to be paid the first Day of December 1794 (meaning in the  
 Year of our Lord One Thousand and Seven Hundred & Ninety  
 four with Interest after due (meaning after the first Day of  
 December aforesaid) yet he hath never paid the same the  
 requested but neglects it To the Damage of the said John four-  
 teen pounds as This Case was entered at the last January  
 Term and continued from Thence to this Time And now at  
 this Time the Dyett appears and the Dyett the three Times called to  
 come into Court makes Default of appearance here Wherefore  
 it is considered by the Court that the said Wells do recover agt  
 the said Mather Nine Pounds five Shillings and four pence  
 of Lawful Money Damages and Costs of Suit taxed at £3. 0. 11  
 & thereof 2/7 Exec'd ip's May 26 1795

Smith & al  
vs Whitney  
Jan 10 1795

Philip Smith and Windsor Smith both of Hadley in the County  
of Hampshire, <sup>Merchants, joint Partners in Trade,</sup> vs Job Whitney of Deerfield in the County of  
Dorset In a Plea of the Case for that whereas the said Job at Hadley  
appeared on the 23<sup>d</sup> Day of July in the year of our Lord 1792 by  
his Note under his hand of that date for value received promised that  
Philip and Windsor to pay them eleven Pounds and four pence  
in Stivers at Cash received Demand made at Capt Whitney in  
Guilford within Twenty Days from the date of said Note now the  
Pls in fact say that they have ever been ready at Guilford aforesaid  
to receive the Contents of said Note according to the Tenor thereof &  
have at the Time above mentioned for the delivery of said Stivers de-  
manded the same, and also for that whereas the said Whitney  
at Hadley aforesaid on the twenty Third day of July aforesaid by  
his other Note under his hand of that date for value received promised  
the said Philip & Windsor to pay them Eleven pounds & four  
pence in Place said delivered at Greenfield in the Month of  
October then next now the Pls in fact say that they have ever  
been ready at said Greenfield to receive the same Contents of Note  
according to the Tenor thereof & then & there demanded the same  
yet the said Whitney hath not paid either of the Notes aforesaid  
thus requested but neglects it To the Damage of the said Phil-  
ip & Windsor Thirty Pounds This Case was entered at the  
last January Term and continued from thence to this Time  
And now the Pls appear and the Def<sup>t</sup> the three Times called  
to come into Court makes Default of appearance of here  
Wherefore it is considered by the Court that the said Philip  
and Windsor do recover against the said Job Twenty four Pounds  
seventeen Shillings & Eleven Pence of & the Damages & Costs  
of Suit taxed at £ 1. 14. 5 & there of &c

Given at June 1795

Norton vs  
Montague  
Jan 11 1795

Henry Norton and William Brown both of New York in the  
County and State of New York joint Partners in Trade vs  
Ebenezer Montague of Charlestown in the County of Hamp-  
shire Gentleman In a Plea of the Case for that Whereas  
the said Montague at Greenfield aforesaid on the Thirtieth  
Day of September in the year of our Lord one Thousand seven  
hundred and Ninety four by his Note under his hand of that  
date for value received promised the Pls to pay them or order the sum  
of Twenty four Pounds seven Shillings & eleven pence to be paid in this

day after the Date of said Note with Interest yet he hath never paid  
 the same tho requested but neglects it To the Damage of the said  
 Norton & Brown Forty This case was entered at the last Juny  
 Term and continued from thence to this Time And now the  
 Pl<sup>y</sup> appears and the Def<sup>t</sup> tho three times called to come into  
 Court makes Default of appearance here Wherefore it is con-  
 sidered by the Court that the said Norton & Brown do recover  
 against the said Mortgage Thirty four Pounds Thirteen Shillings  
 of Law<sup>ful</sup> Mo<sup>re</sup> Damages and Costs of Suit taxed at £ 3. 12. 11  
 2 Mo<sup>re</sup> of £<sup>y</sup> Exec<sup>u</sup> on 1<sup>st</sup> June 8<sup>th</sup> 1795

108

Nathan Nichols of Dursfield in the County of Hampshire Yeoman  
 Pl<sup>y</sup> vs John Luke of S<sup>t</sup>. Dursfield <sup>Yeoman</sup> Def<sup>t</sup> In a Plea & as set  
 forth in the Declaration on File &c. This case was entered  
 at the last January Term and continued from thence to this  
 Time And now the said Parties fail of appearing this case  
 is dropped

Nichols vs

Luke

Jan 13. 1795

John McMinstry of Glaverack in the County of Columbia State  
 of New York Gent<sup>l</sup> Pl<sup>y</sup> vs Ebenezer Brewster Gould of Williams  
 Town in the County of Berkshire Yeoman Def<sup>t</sup> In a Plea  
 of Trespass on the Case for that whereas the said Ebenezer &  
 Blanford in the said County of Hampshire on the fourth Day  
 of May in the Year of our Lord 1784 by his promissory Note of  
 hand of that date for Value received by the name and description  
 of Ebenezer B Gould promised the said John by the named de-  
 scription of John McMinstry to pay to him the sum of six  
 Pounds six Shillings lawful Silver Money within one Month from  
 the Date (meaning the date of said Note with Interest till paid  
 yet said Ebenezer tho often thereto requested hath never  
 performed his said promise but unjustly neglects & refuses  
 to do it To the Damage of the said John Twenty Pounds  
 And so this case was entered at the last Juny Term at  
 which Time the Pl<sup>y</sup> appeared & the Def<sup>t</sup> tho three times called  
 to come into Court made Defaults of appearance and the  
 Case was continued from thence to this Time & now the Pl<sup>y</sup>  
 appears and the Def<sup>t</sup> and prays Judgment Wherefore it is con-  
 sidered by the Court that the said John do recover against  
 the said Ebenezer Ten Pounds Eight Shillings & eleven pence  
 of Law<sup>ful</sup> Mo<sup>re</sup> Damages and Costs of Suit taxed £ 3. 7. 11 2 Mo<sup>re</sup> of £<sup>y</sup>  
 Exec<sup>u</sup> on 2<sup>nd</sup> May 26 1795

McMinstry  
 vs

Gould

Jan 14 1795

Seignour vs  
Seignour  
Jan 10 1745

Thomas Seignour of Hartford in the County of Hartford in the  
State of Connecticut Esq. Pl. vs. Medad Seignour of Northampton  
in the County of Hampshire Yeoman Deft. In a Plea of Debt  
for that whereas the said Thomas at a Court holden at Springfield  
in said County of Hampshire on the Ninth Day of November in  
the Year of our Lord Seventeen Hundred & Eighty Nine before Moses  
Bliss Esq. one of the Justices of the Peace for said County of Hamp-  
shire by the consideration of said Justice recovered Judgment  
against said Medad for eight Pounds Eleven Shillings & Nine  
pence Lawful Money Damages and Nineteen Shillings & four  
pence like money both of said Suit whereof the said Medad is  
in debt as by the Record thereof before the said Justice which  
the Pl. brings into Court manifestly appears which just  
yet remain in full force not discharged reversed annulled or  
and satisfied & the execution of the Price of One Shilling  
and four pence hath been duly issued thereon yet the same  
Execution is returned wholly unsatisfied and the same Judgment  
remains wholly unpaid where Execution hath been issued to the said  
Thomas to have and receive the same Sums of the said Medad  
yet the said Medad tho' often requested hath never paid the same  
or any part thereof but hitherto hath unjustly denied & re-  
fused and still doth deny & refuse to pay the same To the Dam-  
age of the said Thomas twelve Pounds This Case was entered at  
the last Term Term and continued forth since to this Time &  
now the Pl. appears & the Deft. tho' three Times called to come  
into Court makes Default of appearance here. Wherefore it  
is considered by the Court that the said Thomas do recover ag-  
t the said Medad twelve Pounds fifteen Shillings & six pence of  
Lawful Money Debt and Cost of Suit taxed at £2.7.8. & thereupon  
Execution to issue

Seignour vs  
Seignour  
Jan 19 1745

William Phillips of Boston in the County of Suffolk Esq. Pl. vs.  
Cora Noble of Westfield in said the County of Hampshire, Deft. In a  
Plea of Debt for that whereas the said Cora at Springfield in said County  
of Hampshire on the 4th Day of Sept in the Year of our Lord Seventeen  
hundred & Eighty Nine before Moses Bliss Esq. one of the Justices of the  
Peace for said County of Hampshire by his certain recognizance  
by him as in his hand and seal well executed acknowledged his  
Debt to owe unto the said William Phillips to be paid to William by  
the twentieth day of September next to him pursuant to the

109  
directions of the Statute in such Cases provided he did then by Will  
and Grant that in case he should fail of payment of the said Sum by  
the said Time therein limited the same Sum should be levied of his  
Goods & Chattels Lands & Tenements & in Want thereof of his body  
which Recognizance was by said Justice duly recorded & yet remains  
in full Force discharged paid or satisfied and the Pl<sup>y</sup> brings into  
Court the same recognizance recorded as aforesaid & the Five Ex-  
cutions have been duly issued on said recognizance of the price  
of Seven Shillings & Six pence yet the Return Day of the last of 30  
Execution hath long since been past & they have all been returned  
unsatisfied except for the Sum of three Pounds which has been  
paid and received thereon whereby Actions hath accrued to the  
Pl<sup>y</sup> to have and recover the same Sum so due as aforesaid of the  
said Asa yet the latter thereto requested the said Asa hath not  
paid the same or any part thereof but hath both & still  
doth unjustly deny and refuse so to do To the Damage of  
the said William Fifty Pounds. This Case was entered at the  
last Juny Term and continued from thence to this Time & now  
the Pl<sup>y</sup> appears and the Def<sup>t</sup> the three Times called to come into  
Court makes Default of appearance here. Wherefore it is  
considered by the Court that the said Phillips do recover against  
the said Noble Thirty six Pounds One Shilling & five pence of  
Lawful Debt & Costs of Suit taxed at £4.0.0 & thereof

Exec<sup>d</sup> in June 24<sup>th</sup> 1795

Marcus Marble of Springfield in the County of Hampshire Appt<sup>d</sup> Marble vs  
cary Pl<sup>y</sup> vs Preserved White Jun<sup>r</sup> of Springfield aforesaid Deft<sup>d</sup> White  
In a Plea of the Case for that when at the said Preserved at Springfield Jan 22 1795  
aforesaid on the twenty ninth Day of November in the Year 1793  
and 93 by his promissory Note of that Date for value received prom-  
ised one Joel Marble to pay him or his Order Nine Pounds lawful  
Silver Money on Demand with lawful Interest for the same till  
paid & the said Joel then afterwards on the same 29<sup>th</sup> Day of the  
year made his Endorsement subscribed with his hand upon  
the same Note and thereby appointed the same Content then  
due & unpaid to be paid to the Pl<sup>y</sup> or his Order on Demand  
of which the said Preserved then afterwards on the same Day  
had due Notice and thereby became liable to pay the same Sum  
to the said Marcus on Demand & being so liable the said  
Preserved then and therein considered & thereupon undertook  
and to the Pl<sup>y</sup> promised to pay him the same Content on Demand

Also for that the said Preserved at Springfield aforesaid on the 1<sup>st</sup> Day of December Instant was justly indebted to the said Marcus in One other Sum of seven Shillings & five pence & the said Marcus God, Wares and Merchandises then before that Time to the said Preserved at his special Instance and request by the said Marcus sold and delivered and being so indebted the said Preserved thereon thereon in consideration thereon undertook and promised the said Preserved to pay him the same last mentioned Sum on Demand yet the said Preserved thereafter requested the said Preserved hath never paid the same or any part thereof or in any way performed either of his said promises but unjustly neglected & refused to do so to the Damage of said Marcus Ten Pounds & this Action was commenced at the last Term of this Court the second Tuesday of January last & continued to this Time & And now at this Time the said Preserved appears by Moses Bly Esq<sup>r</sup> his Attorney & the Deft<sup>r</sup> the three Times called to come into Court makes Default & Appearance here & Wherefore it is considered by the Court that said Marcus do recover against said Preserved Ten Pounds of Lawful Damages and Costs of Suit taxed at £2.5.11. After all which the said Preserved by Wm Bly Esq<sup>r</sup> his Attorney comes here into Court and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of September next and he recognises with Sureties as the Law directs for said Preserved's prosecuting the same with effect as by said Recognizance does appear

Bryant vs  
Bryant  
Jan 27<sup>th</sup> 1795

Eli Bryant of Chesterfield in the County of Hampshire Yeoman vs Esauahel Bryant of Chesterfield aforesaid Yeoman Deft<sup>r</sup> In a Plea &c. as is set forth in the Declaration in File 2. This Case was entered at the last January Term and from the continued from Term to Term to this Time and now neither Party appearing this Case is dismissed

Litchfield vs  
Phillips  
Jan 20<sup>th</sup> 1795

Jacob Litchfield of Chesterfield in the County of Hampshire Yeoman vs Ezra Phillips of Chesterfield Yeoman Deft<sup>r</sup> In a Plea &c. as is set forth in the Declaration in File 2. This Case was entered at the last January Term and continued from the same to this Time and now neither Party appearing this Case is dismissed

110

John Lawrence of Hartford in the County of Hartford & State of  
Connecticut Esquire Plf vs Augustus Pease of Southwick in the  
County of Hampshire Yeoman Deft In a Plea of Trespass on  
the case for that the said Augustus at Westfield in said County  
of Hampshire on the twelfth Day of October in the Year of our Lord  
1791 by his Note in writing under his hand of that date for  
Value recd promised the Plf to pay him or Order the Sum of twenty  
Pounds Lawful Mo to be paid in Beef Pork or Grain to be delivered  
at the Plf's dwelling House in Hartford aforesaid at the Mar-  
ket Price on or before the 15<sup>th</sup> Day of April in the Year our  
Lord 1794 with Interest from the Date of said Note untill paid  
and the Plf avers that he hath ever been ready to receive the same  
Beef Pork or Grain according to the Tenor of said Note yet the said  
Pease tho often requested hath never paid the contents of said Note  
or any part thereof but unjustly neglects it - To the Damage  
of the John Lawrence by Thirty five Pounds - This Case was en-  
tered at the last January Term and contin'd from thence from  
Term to Term to this Time and now the Plf appears & the Deft  
tho three Times called to come into Court makes Default  
of appearance here - Wherefore it is considered by the Court  
that the said Lawrence do recover against the said Pease  
twenty four Pounds seven Shillings of & no Damages & Costs  
of Suit taxed at £ 2..3..3 & thereof

Exon ipd June 2 1795

Root vs  
Tillotson  
Jan 31 1795

Zalmunna Root of Southwick in the County of Hampshire  
Yeoman Plf vs Jonathan Tillotson Esq of Granville in the County  
Yeoman Deft In a Plea of the Plevin &c as set forth in the  
Original Declaration on File &c This Case was entered at  
the last January Term at which Time the Parties appeared  
and agreed to refer this Case to the Judgment and determin-  
ation of Moses Blip & Washam Parks Esqs & Paul Truvelor the  
award of them or any two of them to be final to be returned  
into Court Judgment made up & Exon ipse accordingly -  
which agreement of the Parties was then made the Rule of Court  
in this Case and it was considered by the Court that the Parties  
have day here in Court until the third Tuesday of May next  
and this Case was contin'd to this Time and now at this  
Time neither of the Parties appearing this Case is dismissed

Commonwealth of Massachusetts  
Parks vs Hampshire sh. To the Sheriff of our County of Berkshire or his  
Heare & al Deputy Greeting Whereas Warham Parks Esq of Westfield in  
Jan 32 1795 our County of Hampshire before our Justices of our Court of  
Common Pleas holden at Northampton within and for our  
County of Hampshire on the Third Tuesday of May last by  
the Consideration of our Justices of the same Court moved  
Judgment against Nathaniel Wood late of Souden in our  
County of Berkshire Gentleman for the Sum of twenty Six  
Pounds eight Shillings & three pence Damages & three Pounds  
and three & one penny Costs of Suit where of the said Nathaniel  
is convicted as appears of Record and Judgment was there  
given and Execution for the Damages & Costs aforesaid in due  
form of Law as by Law prescribed was granted thereon to the  
afore Warham bearing Date the 24<sup>th</sup> Day of September last per  
directed to our said Sheriff or his Deputy & returnable into  
our said Court of Common Pleas then next to be holden at  
Northampton within and for our same County on the  
second Tuesday of November then next which said Writ was  
then afterwards on the same 24<sup>th</sup> Day of Sept aforesaid com  
mitted to Peter Clap then and ever since a Deputy Sheriff of  
Said Hampshire sh. Sheriff of our same County to be executed  
& returned according to Law & afterwards on the same  
second Tuesday of Novem<sup>r</sup> aforesaid the said Peter Clap return  
the said Writ of Execution into the Clerk's Office of our said Court  
with his Judgment thereon in the Words & figures following to  
wit "Hampshire sh Nov<sup>r</sup> 11<sup>th</sup> 1794 I have made diligent search  
for Goods Estate & Body of the within named Nathaniel Wood  
neith are to be found in my precinct Attest Peter Clap  
Dept Sheriff" as by the said Writ of Ex<sup>co</sup> now on file appears  
of Record in our said Court and the said Warham avers that  
the said Nathaniel hath avoided & that the same Justices yet re  
mains in full Force not satisfied reversed or annulled  
And Whereas heretofore when the said Nathaniel was taken by the  
Original Writ in which said Judgment was given & return  
the third day of May in the year of our Lord One thousand seven  
hundred and Ninety three Francis Steere and Simon Will  
both of Esq in the said County of Berkshire jointly by  
their sh<sup>o</sup> to our said Sheriff under their hands & Seals duly  
executed the same then became void & the said Nathaniel

or the said Nathaniel, appearance at the Court to which the said Writ was returnable & answering to the said Warham in his Plea therein declared but also for the said Nathaniel abiding the final Judgment thereon and not avoiding as by the Bail Bond bearing Date the 3<sup>d</sup> Third Day of May in Court to be produced appears. Nevertheless the said Nathaniel did not appear at our S<sup>d</sup> Court when & where the same Original Writ was returnable nor did he answer to the Plea of the said Warham therein declared nor has he any way abided or performed the Judgment aforesaid of our S<sup>d</sup> Court thereon but hath avoided and a Return of Non est Inventus hath been duly made on the Excon aforesaid issued against him on the said Judgment as aforesaid & the same remains wholly unsatisfied as we have heard from the suggestion of the said Warham and he hath supplicated us to provide Remedy for him in this behalf & we willing that Justice be done in the Premises command you that you make known unto the said Francis Fran & Simon Willard that they be before our Justices your Court of Common Pleas next to be holden at Northampton within & for our said County of Hampshire on the second Tuesday of January next then & there to shew cause if any they have why the said Warham ought not to have his Execution against them the said Francis & Simon for his Damages & Costs aforesaid & This Action was commenced at the last Term and continued to this Time and now the P<sup>y</sup> appears by Joseph Lyman Esq<sup>r</sup> his Atty & the Def<sup>r</sup> the three times called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that the said Warham do recover against the said Francis & Simon Thirty one Pounds Six Shillings & Ten pence lawful the Damages & Costs of Suit taxed at £ 2-14-5. After all which the said Francis & Simon by Samuel Hinckley Esq<sup>r</sup> their Atty come here into Court & appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the fourth Tuesday of September next & he recognises with Sureties as the Law directs for said Francis & Simon prosecuting their said Appeal with effect as by said Recognizance on File does appear.

Phelps vs  
Expleston

Jan 33 1795

Solomon Phelps of Westfield in the County of Hampshire  
vs  
Dunring of Westfield in the County of Hartford in the County of Hartford & State of Connecticut Henry Champion Dan  
Shadwell & Elisha Lord all of Colchester in the County of

New London and State of Connecticut Merchants & lately joint  
Dealers in Trade Pls vs Ichiel Egerton of Middlefield alias Chris-  
ter in the County of Hampshire Yeoman In a Plea of Tres-  
pass on the Case for that the said Ichiel at Westfield on the fifth Day  
of March last past by his Note in writing under his hand of that  
date for value received promised the Pls under the Named firm of Sol-  
omon Phelps & Co to pay them or Order the Sum of Three Pounds  
Eighteen Shillings & eleven pence lawful Money and Demand with  
Interest until paid Yet the said Ichiel tho often requested hath  
never paid the Contents of said Note or any part thereof but unjus-  
tly neglects it To the Damage of the said Solomon Henry and  
Henry Junr Theodore & Elisha Eight Pounds This Case was  
commenced at the last Term and continued from thence to  
this Time And now the Pls appear & the Def<sup>t</sup> tho three  
times called to come into Court makes Default of appear-  
ance here Wherefore it is considered by the Court that  
the said Solomon Henry Henry Junr Theodore & Elisha do re-  
cover against the said Ichiel Four Pounds four Shillings &  
Nine pence of L<sup>aw</sup> Damages and Costs of Suit taxed at  
£2-7-6 & thereof

Exec<sup>ed</sup> up June 2 1795

Chowler vs  
Owen  
Jan 34 1795

S Luther Fowler of Westfield in the County of Hampshire Yeoman  
Pls vs Carmi Owen of Westfield aforesaid Yeoman Def<sup>t</sup> In a  
Plea wherein the said Luther demands against the <sup>d</sup> Carmi  
a moiety of the following Tract of Land lying in Westfield aforesaid  
being the Ninety Sixth Lot in Number on the East side of San-  
dy Mill Brook so called containing thirteen acres being in  
width thirteen Rods bounded Easterly by Springfield town  
Westerly by the aforesaid Brook Southerly by the Land for-  
merly belonging to John Bancroft & Northerly by the Land of John  
Reot with the appurtenances and into which the said Carmi hath  
not entry unless after the Dissuain which he hath Sundry things  
unjustly and without Judgment hath made to the said Luther  
within thirty year now last past and whereupon he saith  
that he himself within the Term of thirty years was seised of  
the moiety aforesaid with the appurtenances in his Democ-  
re of Fee & Right in the Time of Peace by turning the profits thereof  
to the value of five Pounds by the Year into which the said Carmi  
hath not entry unless as aforesaid & thereupon the said Luther  
brings this Suit and sheweth Proof thereof before the said Luther  
the said Carmi is to be Compensated the said Luther twenty Pounds

this Action was commenced at the last Jan<sup>y</sup> Term & continued from  
time to this Time & now the Pl<sup>y</sup> appear and the Def<sup>t</sup> the three  
times called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Luther do recover  
against the said Carmi Repayment of the said Demanded Premises  
and Costs of Suit taxed at £ 2<sup>l</sup> 1<sup>l</sup> 11<sup>s</sup> & there of &

Writ of Habeas Corpus July 25<sup>th</sup> 1795

Joseph Lyman Esq<sup>r</sup> & John Ingersoll Gentlemen both of Westfield in the  
County of Hampshire Administrators on the Estate of John Ingersoll  
late of S<sup>d</sup> Westfield Esq<sup>r</sup> dec<sup>d</sup>. Pl<sup>y</sup>s vs Warham Parks of Westfield of our  
Esq<sup>r</sup> Def<sup>t</sup> In a Plea that the said Warham render to the said Ad-  
ministrators the sum of One Thousand & five Hundred Pounds Law-  
ful Money which from them he unjustly detains for this to wit  
that whereas the said Warham Parks on the twenty ninth Day  
of July in the year of our Lord 1704 at Westfield aforesaid by his  
certain writing Obligatory sealed with the seal of the said War-  
ham and in Court to be produced the date whereof is the same  
Day and year above acknowledged himself to be held & firm-  
ly bound and obliged to the said John Ingersoll Esq<sup>r</sup> who was  
then in full life in the sum of One Thousand & five hundred  
Pounds lawful Money to be paid to the said John Ingersoll Esq<sup>r</sup>  
when he should be thereto requested - Yet the said Warham  
the often requested by the said John Ingersoll Esq<sup>r</sup> in his Life  
Time & by the said Administrators since the Decease of the  
John Ingersoll Esq<sup>r</sup> hath not paid the said sum of One thousand  
& five Hundred Pounds lawful Money to the said John Ingersoll  
Esq<sup>r</sup> in his Life Time nor to the said Administrators since  
the Decease of the said John Ingersoll Esq<sup>r</sup> but hath altogether  
denied and stiled to deny to do it - To the Damage of  
the said Joseph Lyman and John Ingersoll Administrators  
in their Capacity fifteen Hundred Pounds - This case  
was entered at the last January Term and continued from  
thence to this Time & now the Pl<sup>y</sup> appear & the Def<sup>t</sup>  
the three times called to come into Court makes Default  
of appearance here - Wherefore -

Lyman & al  
vs  
Parks  
Jan 30 1795

Shepard vs  
Loomis  
Jan 42 1795 Solomon Shepard of Westfield in the County of Hampshire  
Yeoman Plt vs Justice Loomis of Westfield aforesaid Yeoman  
Defdt In a Plea Lc. as set forth in the Declaration on file 8.  
This case was entered at the last Jan'y Term & contin' to this  
Time & now at this Time neither Party appearing this Case  
is dismissed

Lamb vs  
Ingersol  
Jan 43 1795 Dudley Lamb of West Springfield in the County of Hampshire  
Yeoman Plt vs Charles Ingersoll of Westfield in said County  
Yeoman Defdt In a Plea Lc. as set forth in the Declaration  
on file Lc. This Case was commenced at the last Jan'y Term  
and continued from thence to this Time & now ~~the Plt appears~~  
neither Party appearing this Case is dismissed

Nichols vs  
Douglass  
Jan 44 1795 Joshua Nichols of Springfield in the County of Hampshire  
Yeoman Plt vs John Spencer Douglass of Windsor in the County  
of Berkshire Yeoman Defdt In a Plea of the Case for that said  
John at Windsor to wit at Springfield Northampton aforesaid on  
the 19<sup>th</sup> Day of August in the Year of our Lord 1794 by his prom-  
issory Note under his hand of that date for value recd by the name  
of John Douglass promised the Plt to pay him or Order or Bearer  
the Sum of Four Pounds Nine shillings Law M<sup>o</sup> with Lawful In-  
terest for the same till paid Yet said John tho' often there to re-  
quested hath never paid the Plt the same Sum or any penny  
thereof but unjustly neglected & refuses to do it To the Damage  
of the said Joshua Ten Pounds This Action was commenced  
at the last January Term and continued to this Time  
And now the Plt appears and the Defdt tho' three Times  
called to come into Court makes Default of appearance  
here. Wherefore it is considered by the Court that this  
Joshua do recover against the said John Four Pounds Three  
shillings of Law M<sup>o</sup> Damages & Costs of Suit taxed  
at £2-7-3 & thereupon  
Execut<sup>d</sup> May 24 1795

Carpenter vs  
Wright  
Jan 51 1795 Daniel Carpenter late of South Brimfield in the County of  
Hampshire Yeoman Plt vs Daniel Wright of the same South  
Brimfield Yeoman otherwise called Miller Defdt In a Plea of the  
Case for that said Wright at Shrewsbury to wit at South Brimfield  
aforesaid on the twenty Ninth day of March in the Year of our  
Lord One thousand Seven Hundred and Ninety one by his prom-

every Note of hand of that date for Value received promised the said  
Carpenter to pay him or Order Forty Pounds, lawful Money to be  
paid by the fifteenth of April in the Year of our Lord One thousand  
seven hundred and Ninety two & Interest from the fifteenth day  
of April next after the date of said Note till paid Yet the said Wright  
tho often requested hath not paid the Contents of said Note but neg-  
lects it to the Damage of the said Carpenter Sixty Pounds.

This Action was entered in this Court at the last Term thereof &  
from thence continued to this Time And now the Pl<sup>y</sup> appears by  
Galeb Strong Esq<sup>r</sup> his Att<sup>y</sup> and the Def<sup>t</sup> by Simon Strong Esq<sup>r</sup>  
his Att<sup>y</sup> comes & defends & and for Plea says that he never prom-  
ised in manner and Form as the D<sup>r</sup> Daniel Carpenter in his  
Declaration hath alledged & thereof puts himself on the Country  
And the Daniel Carpenter likewise does the same.

Whereupon a Jury at this Time returned and impannelled at the  
Statute directs being sworn to try the issue duly upon their Oath  
that they find they find the Def<sup>t</sup> did promise in manner &  
Form as is set forth in the Declaration & a p<sup>r</sup>o Damages for the  
Pl<sup>y</sup> at Twenty seven Pounds six Shillings six pence one farthing  
Whereupon it is considered by the Court that the D<sup>r</sup> Pl<sup>y</sup> do recover  
against the D<sup>r</sup> Def<sup>t</sup> Twenty seven Pounds six Shillings six  
pence one Farthing Damages & Costs of Suit taxed at £4 19 0

After all which the said Def<sup>t</sup> by Abner Morgan Esq<sup>r</sup> his Att<sup>y</sup> appeals  
from the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton in & for the said County of Hamp-  
shire on the fourth Tuesday of September next & he recognises  
with Sureties for said Wright prosecuting his said Appeal  
with effect as by said Recognizance on file does appear.

Joseph Haskins of Shutesbury in the County of Hampshire Car-  
penter Pl<sup>y</sup> vs Matthew Pratt of the same Shutesbury Yeoman  
Def<sup>t</sup> in a Plea of Injuria wherein said Joseph complains that  
said Matthew at said Shutesbury on the twenty eighth Day of  
November last past the said Joseph's C<sup>o</sup>se in Shutesbury a p<sup>r</sup>o said  
called the Farm which he bought of Ebenezer Sparhawk with  
Tow and Arms broke and entered & the said Joseph's C<sup>o</sup>se & the  
bag there lately growing to the Value of Twenty Shillings with  
Carts and Oxen did break bread down and destroy & the said  
Joseph's Soil within the same with Carts and Oxen as a p<sup>r</sup>o said

Haskins vs  
Pratt

Jan 7 52 1796

did break up and Subvert & Ninety six Troughs for containing  
Sap of Maple Trees called Sugar Troughs of the Value of Five Pounds  
Ninety six Spouts for conveying Sap from Maple Trees called Sap  
Spouts worth Ten Shillings all found within the same Close with  
Sore and Arms took and carried away contrary to Law & again  
the Plea to the Damage of the said Inph. Ten pounds The said  
Parties appear and agree to refer this Case with all Demands  
& matters of Controversy subsisting between them to the Judge  
& determination of Ebenezer Mattoon Junr. Zabina Montague Esqr  
& Maj<sup>r</sup> Ezekiel Kellogg of New Salem the award of them or any two  
of them to be final Judgment to be made up and Exon paid accord-  
ingly. Which Agreement of the Parties is made the Rule of  
the Court in this Case and it is considered by the Court that the  
Parties have Day here in Court until the Third Tuesday of May  
next & the Case was continued to this Time & now the Parties  
appear and the Referees by them chosen and into Court their  
award viz That the said Taskins do recover of the said Pratt the  
Sum of Five Shillings Damages & Three Pounds Thirteen Shil-  
lings and Ten pence Costs of this Reference & Costs of Court to  
be taxed by the Court. which Award is accepted & it is  
considered by the Court that the said Taskins do recover against  
the said Pratt Five Shillings of 2<sup>nd</sup> <sup>me</sup> Damages and Costs of Suit  
taxed at £ 5-13-10 & thereupon Exon ip<sup>m</sup> May 20<sup>th</sup> 1795

Garwell v  
Hazeltime  
Jan 5<sup>th</sup> 1795

Samuel Garwell of Wendell in the County of Hampshire Yeoman  
Plffs Stephen Hazeltime Trader David Hazeltime Trader & Sam-  
Seltan Yeoman all late of Swertt in the County aforesaid 2<sup>nd</sup> <sup>me</sup> <sup>me</sup>  
In a Plea of the Case for that the said Stephen David & Samuel Sel-  
tan at sd Swertt on the second Day of October in the Year of  
our Lord One Thousand Seven Hundred & Ninety three by their  
Note under their hands of that date for Value rec<sup>d</sup> promised  
the said Samuel Garwell to pay him the Sum of Eight Pounds  
fifteen Shillings in Lawful Money by the first Day of December  
then next following with Lawful Interest for the same until paid  
yet the said Stephen David and Samuel Seltan the often  
requested have not nor hath either of them ever paid the same  
any part thereof but wholly neglect and refuse to do it To the  
Damage of the said Samuel Garwell twenty Pounds. This Action

was commenced at the last Jan<sup>y</sup> Term and contin<sup>d</sup> from thence to  
this Time And now the Pl<sup>y</sup> appears & the Def<sup>d</sup> to the three times called  
to come into Court makes Default of Appearance where Wherefore it  
is considered by the Court that the said Caswell do recover against the  
said Stephen & David Hazeltine & S<sup>l</sup>lman Nine Shillings twelve Shi  
llings of L<sup>ne</sup> Damages and Costs of Suit taxed at £2.1.1 &  
More of 8

Exempli May 20 1795

114

John Alden of Ashfield in the County of Hampshire Husbandman  
an app<sup>t</sup> vs Phillip Phillips Esq<sup>r</sup> of Ashfield App<sup>r</sup> from the Judge  
of Israel Hobart Esq<sup>r</sup> one of the Justices of the Peace for S<sup>t</sup> County in which  
Original Case the S<sup>d</sup> Phillips was Pl<sup>y</sup> & the said Alden Def<sup>d</sup> In a  
Plac<sup>et</sup> of the Case for that the said Philip & John at Ashfield agreed  
on the twenty third day of August in the Year of our Lord 1793 held  
a Conversation together and concerning a certain partition Fence  
or Stone Wall in Ashfield aforesaid which said Fence or Wall divided  
the Land of the said John from the Land of the said Phillip which  
said Fence or Wall was forty four Rods in Length it being the  
part of the said Phillip to repair and maintain the Fence or Wall  
was then and there agreed between the said John of the One Part &  
the said Phillip of the other part that the said John should then &  
there receive of the said Phillip the sum of twelve Shillings Law<sup>ne</sup>  
in consideration of which Sum the said John then & there forth  
fully promised the said Phillip to replace the Stones which had  
fallen from the said Fence or Wall crop stakes & Poles the same  
forty four Rods with good and sufficient stakes and Poles and  
maintain the same one whole Year from the Time of said Agreement  
and at the end of said Year to leave the said Fence or Wall crop stakes  
and poles as aforesaid for the Benefit of the said Phillip which said a  
greement the said John in his part then and there promised imme  
diately on the Reception of the twelve Shillings and the said  
John did then and there receive of the Pl<sup>y</sup> the twelve Shillings  
aforesaid and accordingly then and there in Consideration  
thereof became liable to perform his said promise according to  
the Intent of said Agreement and the Season of year which Year  
has elapsed since the promise was made as aforesaid by the S<sup>d</sup>  
John & the said John intending to defraud the Pl<sup>y</sup> has never  
performed his said Promise according to the Tenor of said Agree  
ment but always hitherto neglected & still doth neglect by  
reason of which Cattle and Sheep have been permitted  
to break into the inclosure of the said Phillip & have destroyed

John Alden  
Phillips Esq<sup>r</sup>  
Jan 55 1795

and consume the Cyder and Grap of the said Phillip and also for  
that the said John did there after ward on the same Day viz on  
the 23<sup>d</sup> Day of August in the Year of our Lord 1798 receive of the  
said Phillip the sum of twelve Shillings Lawful M<sup>o</sup> in consideration  
of which sum the said John did then & there undertake & justly  
fully promise the P<sup>y</sup> to perform for him the following Labours  
viz to replace the Stones which had fallen from a Certain Par  
tition Fence or Stone Wall which divided the Land of the said  
John from the Land of the said Phillip in & beside aforesaid which  
said Fence or Wall was forty four Rods in Length also to crop & sta  
ke an Pole the same Fence or Wall in such a manner as to pre  
vent Horses Cattle and Sheep from breaking into the inclosure  
of the said Phillip during the season then next following the said  
Agreement and at the end of said Year to leave the said Fence or  
Wall in good repair and on full Year has elapsed since the said  
Agreement by reason of which Horses Oxen Cows & Sheep have  
destroyed and consumed the Corn Grap and Tray of the said Phi  
lip. And also for that the said John there afterwards viz on the  
Day of the purchase of this Writ being justly indebted to the P<sup>y</sup>  
in the sum of Four Pounds Lawful M<sup>o</sup> for so much money there be  
fore that Time had and Received of the P<sup>y</sup> to the P<sup>y</sup> use at the  
Special Instance and request of the said John then & there in con  
sideration thereof promised the P<sup>y</sup> to pay him the same Sum on  
Demand Yet the said John the often requested the same Sum  
has not paid but neglected it To the Damage of the said Phillip  
Four Pounds. This Cause was commenced at the last January  
Term and from thence continued to this Time & now the Parties  
hear and are at Issue on their former Plea. Whereupon  
a Jury at this Time returned and impannelled as the Stat  
ute directs being now sworn to try the Issue declare upon  
their Oath that they find the C<sup>o</sup>p<sup>t</sup> did promise in manner  
and form as set forth in the Declaration & a p<sup>y</sup> Damages at  
twelve Shillings. Whereupon it is considered by the Court that  
the said Phillip do recover against the Defendant twelve Shillings  
of Lawful M<sup>o</sup> Damages and Costs of Suit taxed at £ 0. 9. 2 & there  
Execution May 20<sup>th</sup> 1798

115  
Robert M Henry of Albany in the County of Albany & State of New  
York Trader Pls vs Aaron Eggleston of Chester in said County of Hampshire  
Yeoman Deft In a Plea of Trespass with the Case for that the said Aaron  
& Albany to wit at Northampton aforesaid on the first Day of June  
in the year of our Lord One thousand Seven hundred and Ninety One by  
his Note in writing under his hand of that Date for value received  
promised the Plt to pay him or his Order the Sum of £27.4.0 New  
York Currency equal to twenty Pounds and Ten Shillings of our Law  
ful M<sup>o</sup> on the first Day of October One thousand Seven hundred  
and Ninety four with Interest from the Date meaning from the  
Date of said Note and meaning Lawful Interest of the State of New  
York which is seven per centum a Year And the Plt avers that  
the said Time of Payment has long since passed yet the said Aaron  
Pro' he has been often & needs requested has never performed his  
said Promise but he unjustly refuses to do it To the Dam  
age of the said Henry Forty Pounds This Case was commenced at  
the last January Term and contin'd to this Time & now the  
Plt appears and the Deft the three Times called to come into Court  
makes Default of appearance here Wherefore it is consid  
ered by the Court that the said Robert do recover against the said  
Aaron twenty six Pounds five Shillings & expenses of Law & Dam  
ages and costs of Suit taxed at £2.14.1 Shilling &

Henry vs  
Eggleston  
Jan 57 1795

Benjamin Duce of Pittsfield in the County of Berkshire Yeoman Duce vs  
Plt vs Paul Hawks of Deerfield in the County of Hampshire Yeoman Hawks vs  
and Joseph Hawks of Pittsfield in s<sup>d</sup> County of Berkshire Yeoman Jan 50 1795  
Defts In a Plea &c as set forth in the Declaration on file &  
This Case was entered at the last Jan'y Term and contin'd from  
thence to this time & now ~~the~~ neither Party appearing this  
Case is dismissed

Thomas Wells Yeoman and Samuel Wells Yeoman both of Deerfield  
in said County Pls vs Stephen Chandler Yeoman & Moses  
Chandler Jun Yeoman both of Shelburne in said County Deft  
In a Plea of the Case for that said Stephen and Moses at said Deer  
field on the twenty second Day of February last past by their  
Note under their hands of that Date for value received promised  
the Plt said Thomas and Samuel Wells Adm<sup>rs</sup> on the Estate of  
Oliver Wells late of Deerfield deceased to pay them the Sum  
of twenty six pounds and four Shillings Lawful M<sup>o</sup> in Demand  
with Lawful Interest for the same until paid yet said Stephen  
and Moses Pro' often requested have never paid the same or any  
part thereof but neglect and refuse to do it To the Damage of

Wells & al  
Chandler & al  
Jan 63 1795

the said Thomas & Samuel Thirty Pounds. This Case was entered  
at the last January Term and continued to this Time & now the  
Pls appears and the Def<sup>t</sup> has three Times called to come into  
Court makes Default of appearance here. Wherefore it is  
considered by the Court that the said Thomas Wells <sup>Sam<sup>l</sup> Wells</sup> do recover  
against the said Stephen Chandler & Moses Chandler twenty five  
Pounds eight Shillings & three Pence of Law<sup>m</sup> Damages & Costs of  
Suit taxed at £2. 0. 7 & thereof  
Exce<sup>m</sup> ip<sup>m</sup> May 25 1795

Wells & al<sup>m</sup> Adm<sup>r</sup> Thomas Wells Yeoman and Samuel Wells Yeoman both of Deerfield  
vs Rice in the County of Hampshire Adm<sup>r</sup> on the Estate of Eben<sup>r</sup> Wells late  
Jan 64 1795 of said Deerfield Deceased Pls vs Aaron Rice of Charlestown in the  
County afores<sup>d</sup> Yeoman Def<sup>t</sup> In a Plea &c, as set forth in the De-  
claration on File &c, This Action was commenced at the last  
January Term and continued from thence to this Time & now  
neither Party appearing this Case is dismissed

Wells & al<sup>m</sup> Adm<sup>r</sup> Thomas Wells Yeoman and Samuel Wells Yeoman both of Deer-  
field in the County of Hampshire Pls Adm<sup>r</sup> on the Estate of  
vs Sweet Eben<sup>r</sup> Wells late of Deerfield deceased Pls vs Ebenezer Sweet of s<sup>d</sup>  
Jan 64 1795 Deerfield Yeoman Def<sup>t</sup> In a Plea of the Case for that said Eben<sup>r</sup>  
at said Deerfield on the 29<sup>th</sup> Day of March in the Year of our Lord 1793  
by his Note under his hand of that date for value rec<sup>d</sup> promised  
the said Ebenezer to pay him the Sum of £7. 10. 3 Lawful Mo-  
ny on Demand with lawful Interest for the same until paid Yet s<sup>d</sup>  
Ebenezer Sweet tho<sup>t</sup> often requested hath never paid the same  
or any part thereof to the said Ebenezer Wells during his life  
Time nor to his said Administrator since his Decease but  
neglected it to the Damage of the said Thomas & Samuel Thirteen  
Pounds. This Action was commenced at the last January Term  
and continued to this Time - And now the Pls appears & the  
Def<sup>t</sup> has three Times called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court  
that the said Thomas & Samuel do recover against the s<sup>d</sup>  
Sweet Eight Pounds Nine <sup>lev</sup> Shillings of Law<sup>m</sup> Damages &  
Costs of Suit taxed at £2. 9. 5 & thereof  
Exce<sup>m</sup> ip<sup>m</sup> May 25 1795

Thomas Wells Yeoman & Samuel Wells Yeoman both of Dursfield in the County of Hampshire Pls vs Sherby Ward Yeoman and Joseph Croft Yeoman both of Buckland in said County Defdts In a Plea of the Case for that said Sherby and Joseph at said Dursfield on the twenty first Day of March last past by their Note under their hands of that date for Value received promised the said Thomas and Samuel by the Name of Thomas and Samuel Wells Administrators on the Estate of Ebenezer Wells late of Dursfield deceased to pay them the sum of Twentieth Pounds fourteen Shillings and four pence on Demand with lawful Interest for the same until paid yet sd Sherby and Joseph the often requested have never paid the same or any part thereof but neglect and refuse to do it, To the Damage of the said Thomas & Samuel twentieth Pounds, This action was entered at the last Entry Term & contin'd to this Time And now the Pls appear & the Defdts tho' three times called to come into Court make Default of Appearance here, Wherefore it is considered by the Court that the said Thomas & Samuel do recover against the said Sherby & Joseph Eighteen Pounds fourteen Shillings & four pence of Lawful Money Damages & Costs of Suit taxed at 2s. 9d. 5d. & there of &

Exon ip<sup>d</sup> May 25 1795

Erastus Lyman of Northampton in the County of Hampshire Gent<sup>l</sup> Pls vs Isaac Curtiss of Williamsburgh in the County of said Joiner Defdt In a Plea of Case for that the said Curtiss at sd Northampton on the 25<sup>th</sup> Day of March in the year our Lord 1794 by his Note in writing under his hand of that date for Value rec'd promised the said Lyman to pay him or Order three Pounds 13<sup>1</sup>/<sub>4</sub> on demand with Interest, also for that the Curtiss at Northampton on the 10<sup>th</sup> Day of April in the year of our Lord 1794 in consideration that the said Lyman at the Special Instance & request of the said Curtiss had then before that Time sold and delivered him divers Goods Wares & Merchandises to the said Curtiss as per bill on himself & to the said Lyman then & there faithfully promised to pay him therefor so much Money as the same Goods Wares and Merchandises at the Time of Sale & delivery thereof were then reasonably worth when he should be thereto afterwards requested and Interest & the said Lyman avers that the same were then and were reasonably worth fifteen Shillings of which the said Curtiss then and there had Notice yet the

116  
 Wells & al adm  
 vs Ward & al  
 Juny 67 1795  
 Lyman vs  
 Curtiss  
 Jun 30 1795

Curtis the often thereto requested hath never paid either of the  
Sums <sup>of money</sup> aforesaid but unjustly neglects so to do To the Damage  
of the said Erastus Ten Pounds This Action was commenced  
at the last <sup>of</sup> Term and contin'd to this Time & now the  
Pl<sup>y</sup> appears and the Defd<sup>t</sup> tho three times called to come into  
Court makes Default of appearance here Wherefore it is con-  
sidered by the Court that the s<sup>d</sup> Erastus do recover against  
the said Curtis Four Pounds 15<sup>1</sup>/<sub>4</sub> of Law<sup>l</sup> Damages &  
Costs of Suit taxed at £1.12.5 & thereof &

Exord ip<sup>d</sup> June 6<sup>th</sup> 1795

Lymann vs  
Clap

Jan<sup>y</sup> 74 1795

Rufus Lymann of Wetherington in the County of Hampshire  
Lymann Pl<sup>y</sup> vs Asahel Clap of Northampton in said County  
Gent<sup>l</sup> Defd<sup>t</sup> In a Plea of Trespass on the Case for that the said  
Clap at said Northampton on the first Day of October in the  
Year of our Lord Seventeen Hundred & Eighty Eight in consi-  
deration that the said Lymann at the special Instance & request  
of the said Clap had then before that time pastured divers Sheep  
Oxen and other Cattle for him the said Clap and done divers  
other Services in the Business of Husbandry he the said Clap  
agreed on himself and to the said Lymann then & there faith-  
fully promised to pay him therefor so much Money as he  
then & there reasonably deserved to have when he should  
be thereto afterwards requested & the Interest thereof & the  
said Lymann avers that he then & there reasonably deserved  
to have for pasturing the said Sheep Oxen & other Cattle  
for the said Services in the Business of Husbandry the Sum  
of Five Pounds ten Shillings of which the s<sup>d</sup> Clap there-  
afterwards the same Day had Notice yet the said Clap tho  
often thereto requested hath never paid the same but neg-  
lects it To the Damage of the said Lymann Ten Pounds  
And now the Pl<sup>y</sup> appears and the Defd<sup>t</sup> tho three times called  
to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Lymann  
do recover against the said Clap Five Pounds Ten Shillings  
and eight pence of Law<sup>l</sup> Damages & Costs of Suit taxed  
at £2.0.1 & thereof &

Exord ip<sup>d</sup> June 6<sup>th</sup> 1795

Israel Lawton of Wilmington in the State of Vermont Pl<sup>y</sup> vs 117  
Elijah Norton Trader and John Strong Constable both of Wethamp<sup>ton</sup> in the County of Hampshire Def<sup>t</sup> In a Plea &c, as set forth in the Declaration on file &c, This Case was entered at the last January Term and continued to this Time And now the Pl<sup>y</sup> being three times called to come into Court is Non suit the Def<sup>t</sup> appears - Norton &c Jan 7<sup>o</sup> 1795

Abel Smith of Northampton in the County of Hamp<sup>shire</sup> Pl<sup>y</sup> vs Isaac Curtiss of Williamsburgh Def<sup>t</sup> In a Plea of Trespass on the Case for that the said Curtiss at Williamsburgh aforesaid on the thirtieth Day of October in the Year of our Lord 1793 in Consideration that the said Smith at the Special Instance and request of the said Curtiss had then before that Time sold and delivered to him divers goods Wares and Merchandises aforesaid on himself & to the said Smith then & there faithfully promised to pay him therefor so much Money as the same Goods Wares and Merchandises at the Time of Sale & delivery thereof were then reasonably worth & the Interest (after three Months of Delivery thereof and the said Smith avers that the same Goods Wares and Merchandises at the Time of Sale and delivery thereof were then reasonably worth the sum of Eight Pounds One Shilling and Eleven pence of which the said Curtiss then & there had Notice yet the said Smith requested hath never paid the same but neglects it To the Damage of the said Abel Smith Ten Pounds - This Case was commenced at the last Jan<sup>y</sup> Term and continued to this Time and now the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that the said Smith do recover against the said Curtiss Eight Pounds One Shilling & Eleven pence of Lawful M<sup>o</sup> Damages & Costs of suit taxed at £1.12.5 & there of &c Ex<sup>em</sup> p<sup>o</sup> June 14<sup>th</sup> 1795

Thomas Fayerweather of Cambridge in the County of Middlesex Pl<sup>y</sup> vs Cyrus Leach Laborer Josiah Huntfield Yeoman & Joseph Billings Yeoman all of Belchertown in the County of Hampshire Def<sup>t</sup> In a Plea of Trespass on the Case for that the said Cyrus Josiah and Joseph at Belchertown aforesaid on the 19<sup>th</sup> day of July in the Fayerweather vs Leach &c Jan 31 1795

Year of our Lord 1792 by their Note in writing under their hands  
of that Date for value recd jointly and severally promised the said  
Fayerweather to pay him or Order the Sum of Sixty five Pounds  
four shillings & ten pence Law Money on Demand with In-  
terest until paid Yet the said Cyral Josiah & Joseph the other  
Parties requested hath never paid the Contents of said Note to the  
said Fayerweather but unjustly neglect and refuse to do  
To the Damage of the said Thomas Fifty Pounds, This Action  
was commenced at the last Day Term and contin from thence  
to this Time & now the Plf appears and the Defdts the three  
Times called to come into Court make default of appearance  
here. Wherefore it is considered by the Court that the said  
Fayerweather do recover against the said Cyral Josiah & Joseph  
twenty three Pounds eleven shillings & five Pence of Law Money  
and Costs of Suit taxed at 4.9.7 & there of &c

Execut up<sup>d</sup> June 6<sup>th</sup> 1795

Clap vs  
Baird & al  
Jan 06 1795

Joseph Clap of the District of Northampton in the County of Hamp-  
shire Gentleman Plf vs Bairns Baird late of West Springfield in  
County Yeoman and Moses Gook alias Gooze alias Gouch alias Goy  
late Northampton in s<sup>d</sup> County Yeoman Defdts In a Plea of Covin-  
tious for this that Whereas by a certain Indenture made at s<sup>d</sup>  
Northampton on the second Day of April in the year of our Lord 1792  
between the said Parties whereby the Plf granted in consideration  
of the Defdts performing the Rents Covenants and agreements there-  
after mentioned leased & to Farm let to the said Defdts for the Term of  
one Year from the first day of the same April above said all the  
real Estate lying in said Northampton with the Buildings thereon  
which was given and devised by the last Will & Testament of Elias Lyman  
late of said Northampton Demand to me Sylvester Lyman & son  
Lyman Minor excepting three quarters of the Cider Mill stand-  
ing thereon with Liberty to the Owner or Owners of the same three  
quarters of said Cider Mill to use and improve the same & also ex-  
cepting that part of said land which was sowed in the Fall of  
the Year 1791 with Winter Grain with Liberty to the Currier  
Curriers thereof to take off the Crop and the Receipts for the same  
conceded with the said Defdts that they should have the Use of a Cart  
and Dragg to be used on said land in the Improvement thereof &  
that they should have the Use and Improvement of the same sowed  
with Winter Grain after the Crop should be taken off & that in  
the Spring should sow any part of the said Land in the Fall of the Year  
1792 with Winter Grain and should have the Use of a Cart and Dragg to be used on said land in the Improvement thereof

they should have Liberty the Summer next ensuing to take off their Crop  
 Grain from the same Land and that he would allow them a reasona-  
 ble price out of the Rent of said Lands for all new Rail Fence they should  
 make on said Lands which should be deemed sufficiently to be made  
 thereon during said Term of one Year and the said Joseph avers that  
 the said Defendants by Virtue of said Covenants and agreement of said  
 Joseph entered into said Land Premises & were possessed thereof during said  
 Term of one Year and that he found & provided for them a Cart & Drag  
 to be used on said Premises during said Term of one Year and that said De-  
 fendants <sup>he</sup> performed all the Covenants in said Indenture on his part  
 and kept And the said Defendants on their Parts & Behalfs by the same  
 Indenture covenanted with the said Joseph that they would use &  
 improve said Lands & Buildings in a good Husband like Manner  
 and that they would keep & Cart & Dragg in good repair during said  
 Term & that they would not cut more Wood on said Lands than  
 should be sufficient for their own Fires & for Fencing stuff to be used  
 on said Lands & that they would pay to said Joseph the Sum of  
 twenty Pounds Lawful Money on the first Day of April then next after  
 the same first Day of April first abovesaid for the Use & improve-  
 ment of said Lands and Buildings & that they would pay all  
 the Taxes that should be assessed thereon during said Term of one Year  
 which time so paid by them as aforesaid and the Value of such new  
 Rail Fence as they should make on said Land as aforesaid should  
 be deducted out of said Sum of twenty Pounds & they further cove-  
 nanted with said Joseph that they would give up Quiet & peace-  
 able Possession of the Premises to the said Joseph on the same first  
 Day of April 1793 and that they would not dispose of any of the  
 Dung made on the Premises during said Term or at the Expira-  
 tion thereof and the Plaintiff avers that the said Defendants not regarding  
 their said Covenants and agreements have not paid said Sum of  
 twenty Pounds to the said Joseph or any part thereof nor have they  
 paid the taxes assessed on said Lands during said Term or any part  
 of them and he further avers that the said Defendants did not  
 use said Lands & Buildings in good Husband like Manner but  
 they cut and destroyed more Wood than was sufficient for  
 their own Fires & they cut & destroyed more Wood than was  
 sufficient for Fencing stuff to be used on said Premises during  
 said Term nor have they kept and performed any of their Covenants  
 in said Indenture made on their Parts & Behalfs to be kept  
 and performed tho' often thereto requested but have altogether  
 broken the same and have thereto refused and still do refuse  
 to keep the same with him - to the Damage of the said Joseph

twenty six Pounds & more This Case was entered at the last  
January Term and contin'd to this Time & now the Pls appear  
and the Defdts who three times called to come into Court make  
Default of appearance here. Wherefore it is considered by the  
Court that the said Joseph do recover against the said Barnes  
& more twenty two Pounds & eleven Shilling of Lawful ~~the~~ Dam  
ages and Costs of Suit taxed at £1.11.9 & thereof 8

Ex con ip June 6<sup>th</sup> 1795

Bruck & al  
Mills  
June 20 1795

Robert Bruck Esq<sup>r</sup> and John Bruck both of Northampton in the  
County of Hampshire Joint Traders Pls vs Jonah Mills of Chester  
field in said County Sadler alias Esq<sup>r</sup> Dydt In a Plea of Trespass  
on the Case for that the said Jonah at said Northampton on the  
Eleventh Day of February last past by his Note of hand of that  
Date for value rec<sup>d</sup> promised the Pls by the Names of Robert  
Bruck and Son or Order to pay them the Sum of Thirty one Pounds  
Lawful ~~the~~ with Interest till paid on Demand. Also for that  
the said Jonah at said Northampton on the Sixteenth Day of  
December current was justly Indebted to the Pls in another  
Sum of Seventeen Pounds sixteen Shillings & two Pence Lawful  
for Divers Goods Wares and Merchandises of the Pls to the said  
Jonah at his Special Instance & request there before that Time  
sold and delivered by the Pls and being so indebted the said  
Jonah in consideration thereof assumed on himself and to the Pls  
then & there faithfully promised to pay them the Sum of Money  
last mentioned on Demand Yet the said Jonah has often re  
quested hath in no wise performed either of his said promises to  
the Pls but unjustly neglects and refuses to do it to the Dam  
age of the P Robert & John Fifty Pounds. This Action was com  
menced at the last January Term and contin'd to this Time  
and now the Pls appear and the Defdts who three times called  
to come into Court make Default of appearance here. Wherefore  
it is considered by the Court that the said Robert & John do re  
cover against the said Jonah Forty five Pounds One Shilling & 8  
pence of Lawful ~~the~~ Damages and Costs of Suit taxed at  
£1.13.6 & thereof 8

Ex con ip May 27 1795

Bruck & al  
Mills  
June 20 1795

Robert Bruck Esq<sup>r</sup> and John Bruck both of Northampton in the  
County of Hampshire Joint Traders Pls vs Jonah Mills of Chester  
field in said County Sadler alias Esq<sup>r</sup> Dydt In a Plea of Trespass  
on the Case for that the said Jonah at said Northampton on the  
Sixteenth Day of December current was justly Indebted to the Pls in another  
Sum of Seventeen Pounds sixteen Shillings & two Pence Lawful  
for Divers Goods Wares and Merchandises of the Pls to the said  
Jonah at his Special Instance & request there before that Time  
sold and delivered by the Pls and being so indebted the said  
Jonah in consideration thereof assumed on himself and to the Pls  
then & there faithfully promised to pay them the Sum of Money  
last mentioned on Demand Yet the said Jonah has often re  
quested hath in no wise performed either of his said promises to  
the Pls but unjustly neglects and refuses to do it to the Dam  
age of the P Robert & John Fifty Pounds. This Action was com  
menced at the last January Term and contin'd to this Time  
and now the Pls appear and the Defdts who three times called  
to come into Court make Default of appearance here. Wherefore  
it is considered by the Court that the said Robert & John do re  
cover against the said Jonah Forty five Pounds One Shilling & 8  
pence of Lawful ~~the~~ Damages and Costs of Suit taxed at  
£1.13.6 & thereof 8

119  
The Plaintiff Seven Hundred and Ninety three by his Note of Hand of  
that Date for Value received promised the said Elijah to pay him Seven Pounds  
Ten Shillings Money meaning lawful Money in one Year from that date  
meaning the Date of said Note with the Interest until paid - Yet the said  
Plaintiff has the often requested that the said Defendant pay the Plaintiff the said Note  
or any part thereof but neglects and refuses to do it To the Damage  
of the said Elijah Ten Pounds - This Case was commenced at the last  
January Term and continued to this Time And now the Plaintiff appears  
and the Defendant three Times called to come into Court makes De  
fault of appearance here - Wherefore it is considered by the Court  
that the said Elijah do recover against the said Plaintiff Eight Pounds  
Six Shillings & three pence of Lawful Money Damages and Costs of Suit  
taxed at £2.7.9 & thereof -  
Executed May 20 1795

Samuel Hinckley of Brookfield in the County of Worcester Gent. Plaintiff vs  
Piper William Trask of Heath in the County of Hampshire Gent. Trask  
an alias Gentleman Defendant In a Plea of Traspas on the Case Jan 93 1795  
To wit that the said William at Northampton on the Thirtieth Day  
of April last past by his Note of Hand of that date for Value received  
promised one Samuel Hinckley of Northampton aforesaid to  
pay him or Order the Sum of Fifteen Pounds Eleven Shillings &  
two pence Lawful Money on Demand with Interest & afterwards  
on the same Day the said Samuel Hinckley of said Northampton  
for Value received endorsed the same Note to the Plaintiff of which the said  
William then & there had Notice & promised the Plaintiff to pay  
him the same on Demand Yet the said William has the often re  
quested that the said Plaintiff pay the said Sum to the Plaintiff or any part thereof  
neglects it To the Damage of the said Samuel twenty Pounds  
This Case was entered at the last July Term and continued at which  
from thence to this Time And now the Plaintiff appeared & the Defendant  
three Times called made default of appearance in Court  
and the Case was continued to this Time & now the Plaintiff appears  
and prays Judgment Wherefore it is considered by the Court  
that the said Samuel do recover against the said William  
Sixteen Pounds Ten Shillings & three pence of Lawful Money Damages  
and Costs of Suit taxed at £2.10.7 & thereof -  
Executed June 3 1795

Twenty Six Pounds - This action was commenced at the last  
January Term and continued from thence to this Time & now the  
Pl<sup>y</sup> appears & the Def<sup>t</sup> the three Times called to come into Court  
makes Default of appearance here. Wherefore it is considered by  
the Court that the said Joseph do recover against the said  
Baird and Gauge the Def<sup>t</sup> Twenty <sup>two</sup> Pounds & seven Shillings  
of Lawful m<sup>o</sup> Damages and Costs of Suit taxed at £11.11.9  
& thereof &c. Exec<sup>u</sup> ip<sup>s</sup>o June 6 1795

Goodman & al  
vs Goldsmith & al  
Jan 94 1795

Peter Goodman of South Hadley and Simon Goodman of Chake  
mont both in the County of Hampshire late Joint Traders in  
a Plea of Trespass in the Case Pl<sup>y</sup> vs Timothy Goldsmith late of  
Belchertown in the County of Hampshire Trader and Richard Gold  
smith of Harvard in the County of Worcester Yeoman alias Gent  
Def<sup>t</sup> In a Plea of Trespass in the Case for that the said Timothy  
and Richard at South Hadley on the Third Day of July last past  
by their Note of Hand of that date for Value rec<sup>d</sup> promised the s<sup>d</sup>  
Peter & Simon to pay them or Order One Hundred Pounds law  
ful Money on Demand with Interest until paid yet the said Tim  
othy and Richard have not nor hath either of them tho<sup>o</sup> often  
requested nor paid the contents of said Note to the said Peter &  
Simon or to either of them but have neglected & still unjustly  
neglect & refuse to do so so the Damage of the said Peter &  
Simon One Hundred Pounds. This case was entered at  
the last January Term and continued to this Time And  
now the Pl<sup>y</sup> appears and the Def<sup>t</sup> the three Times called to  
come into Court make Default of appearance here.  
Wherefore it is considered by the Court that the said Peter &  
Simon do recover against the said Timothy & Richard Nine  
pounds one Shilling & two pence of Lawful m<sup>o</sup> Damages  
and Costs of Suit taxed at £3.13.3 & thereof &c. Exec<sup>u</sup> ip<sup>s</sup>o May 20 1795

Clark vs  
March  
Jan 97 1795

Joseph Clark of Northampton in the County of Hampshire  
vs Ebenezer Manning of said County Yeoman alias Gentleman  
Def<sup>t</sup> In a Plea of Trespass in the Case for that the said Ebenezer at  
Northampton on the 23<sup>d</sup> Day of the month in the Year your Lord  
1793 by his Note of Hand of that date for Value rec<sup>d</sup> promised  
the said Clark to pay him or Order Nine Pounds two Shillings &  
two pence Lawful Money in one year from the Date (meaning the

Date of said Note) with Interest Yet the said Ebenezer has often requested 120  
bath not paid the said Joseph the Contents of said Note nor any part thereof  
but neglects and refuses to do it - To the Damage of the said Joseph  
twelve Pounds This Case was commenced at the last January Term  
and continued from thence to this Time And now the said Parties  
appearing the Cause is dismissed

Elijah Wait App<sup>t</sup> of Ashfield in the County of Hampshire Tannen Wait App<sup>t</sup> v  
App<sup>t</sup> vs Phillip Phillips of Ashfield App<sup>t</sup> from the Judgment Phillips App<sup>t</sup>  
of Israel Hibart Esq in which Original Cause the said Philip was Jan 99 1795  
Pl<sup>t</sup> and S<sup>d</sup> Elijah Deft<sup>t</sup> In a Plea of the Case for that the said Elijah  
at Ashfield aforesaid promised on the Day of the purchase of this Writ  
in Consideration that the Pl<sup>t</sup> had then before that Time at the Special  
Instance and request of him the said Elijah done and performed  
for him the said Elijah divers services then and there promised  
the Pl<sup>t</sup> to pay him therefor so much Money as he reasonably  
deserved and he ought to have on demand & the Pl<sup>t</sup> in fact  
saith that deserved and reasonably ought to have the Sum  
of Nine Shillings Lawful Money Yet the said Elijah has often  
requested the same Sum has not paid but neglects it To the Dam  
age of the said Philip Four Pounds In this Case was brought up  
at the last January Term and continued from thence to this  
Time And now the Parties appear and are at Issue on their  
former Pleas - Whereupon a Jury at this Time returned &  
Impannelled and being sworn to try the Issue declare upon  
their Oath that they find the App<sup>t</sup> did not promise as  
set forth in the Declaration - Wherefore it is considered by  
the Court that the said Elijah do recover against the S<sup>d</sup> Philip  
his Costs in defending this Suit taxed at £

John Alsop Junior & Isaac Hicks both of New York in the County Alsop & Hicks v  
of New York and State New York Merchants Pl<sup>s</sup> vs Ebenezer Mon Mortgage  
tagne of Charlemont in the County of Hampshire Shopkeeper Jan 103 1795  
Deft<sup>t</sup> In a Plea of Covenant Broken for that whereas the said Eben  
er at S<sup>d</sup> Charlemont on the sixteenth Day of July in the Year  
of our Lord Seventeen Hundred and Ninety three by his Agreement  
in Writing of that date under his Hand and Seal and ready  
in Court to be produced for Value recd of S<sup>d</sup> John & Isaac recd pro  
mised the said John and Isaac by the name of Alsop & Hicks to pay  
them or their Order the Sum of Sixty four Pounds Eight Shillings

and eleven pence Current Money of the State of New York within  
six Months from the date of said Agreement with Lawful Interest  
from the expiration of said six Months till paid (meaning the  
Interest which is Lawful in said State New York and said  
John and Isaac in fact say that said last mentioned Sum is equal  
in Value to the sum of Forty Eight Pounds six Shillings & eight  
pence half penny Lawful Money of this Commonwealth yet said  
Ebenezer tho often thereto requested hath never paid the same  
Sum or any part thereof or kept his said Covenant with  
John & Isaac but has broken the same and still refuses to keep  
it To the Damage of the said John and Isaac Twenty Pounds  
This Case was commenced at the last January Term and continued  
to this Time & now the Pls appear & the Defd<sup>t</sup> tho three times  
called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said John & Isaac  
do recover against the said Ebenezer Fifty two Pounds fifteen  
Shillings & 3 pence of Lawful Money Damages & Costs of Suit taxed  
at £2.12.1 & thereof &c

Exempli May 26 1795

Althrop<sup>es</sup>

Montague

July 10<sup>th</sup> 1795

John Althrop Junior & Isaac Thicks both of New York in the County  
of New York & State of New York Merchants In a Plaint Pls vs  
Ebenezer Montague of Charlestown in the said County Shop  
Keeper Defd<sup>t</sup> In a Plea of Covenant broken for that Whereas  
the said Ebenezer at said Charlestown on the 19<sup>th</sup> Day of October  
in the Year of our Lord 1792 by his Agreement in Writing of  
that date under his hand and seal & read y in Court to be  
produced for Value of the said John & Isaac did promise that  
John and Isaac by the Name of Althrop & Thicks to pay them or  
their Order the Sum of Forty six Pounds 19<sup>th</sup> Current Money  
of the said State of New York within six Months from the date  
last mentioned and said John & Isaac in fact say that said  
last mentioned Sum is equal in Value to the sum of Twenty  
seven Pounds 14<sup>th</sup> Lawful Money of this Commonwealth yet  
said Ebenezer tho often thereto requested hath never paid the  
same Sum or any part thereof or kept his said Covenant with  
said John and Isaac but has broken the same and still re-  
fuses to keep the same Covenant To the Damage of the said  
John & Isaac Forty Pounds This Case was commenced at the  
last Jan<sup>y</sup> Term and continued from thence to this Time & now the

appear and the Def<sup>t</sup> the three Times called to come into Court  
makes Default of appearance here - Wherefore it is considered  
by the Court that the said John & Isaac do recover against the D<sup>d</sup>  
Ebenezer Twenty eight Pounds 10<sup>s</sup> of Lawful the Damages &  
Costs of Suit taxed at £ 2. 13. 1 & there of &c.

121

Exon ip<sup>s</sup> May 24 1795

Eleanor Porter Junior & William Porter both of Hadley in the County  
of Hampshire Shopkeepers Pls. vs Job Smith of Shutebury in said  
County Yeoman alias Husbandman Def<sup>t</sup> In a Plea of the Case for  
that said Job at said Hadley on the Tenth day of September in the year  
of our Lord One Thousand Seven Hundred & Ninety two by his Note un-  
der his Hand of that date for Value rec<sup>d</sup> promised the said Eleanor &  
William to pay them or their Order the Sum of Forty four Pounds  
Eighteen Shillings & Ten pence Lawful Money by the first Day of  
October then next with Lawful Interest for the same till paid  
Yet said Job tho<sup>t</sup> often thereto requested hath never paid the same  
but wholly neglects and refuses so to do - To the Damage of the said  
Eleanor & William Thirty five Pounds This Case was commenced  
at the Last Term of this Court and contin<sup>d</sup> to this Time -  
And now the Pls appear & the Def<sup>t</sup> the three Times called to  
come into Court makes default of appearance here - Wherefore  
it is considered by the Court that the said Eleanor & William do  
recover against the said Job twenty one Pound twelve Shillings  
and Eleven pence of Lawful the Damages & Costs of Suit taxed  
at £ 1. 14. 5 & there of &c.

Exon ip<sup>s</sup> May 27 1795

Elijah Smith of Whatley in the County of Hampshire Yeoman Pl<sup>s</sup>  
<sup>John Summer's Quaker Maker &</sup>  
vs David Smith Cook Blacksmith both of Hadley in said County  
Def<sup>t</sup> In a Plea of the Case for that said John & David Smith at  
s<sup>d</sup> Whatley on the Nineteenth day of February last past by their  
Note under their Hands of that Date for Value rec<sup>d</sup> promised  
said Elijah to pay him or his Order the Sum of Twelve Pounds  
Lawful Money by the first Day of October then next with Lawful  
Interest for the same till paid Yet said John & David Smith  
tho<sup>t</sup> often thereto requested have never either of them paid the  
same but wholly refuse so to do - To the Damage of the said  
Elijah fourteen Pounds This Action was entered at the  
last Jan<sup>y</sup> Term & contin<sup>d</sup> to this Time - And now the Pl<sup>s</sup>  
appear & the Def<sup>t</sup> the three Times called to come into Court make  
Default of appearance here - Wherefore it is considered by the Court

Porter & al vs  
Smith  
Jan 7 186 1795

Smith vs  
Summer & al  
Jan 107 1795

that the said Elijah do recover against the said John & David  
Ten Pounds Fifteen Shillings & Eight pence of Lawful Damages &  
Costs of Suit taxed at £2.2.5 & thereof &

Exon. 4<sup>th</sup> May 27<sup>th</sup> 1795

White vs  
Tibbard  
Jan 100 1795

Thomas White of South Hadley in the County of Hampshire Gent<sup>r</sup>  
Pl<sup>r</sup> vs Benjamin Tibbard of Melburne in the County of York<sup>r</sup> Yeom<sup>n</sup>  
alias Gent<sup>r</sup> Def<sup>t</sup>. In a Plea of the Case for that said Benjamin  
at Granby in <sup>s</sup>d County on the fourth Day of Novem<sup>r</sup> last past  
by his Note under his hand of that date for Value or promised  
Thomas to pay him the Sum of Eleven Pounds 5<sup>s</sup> Lawful M<sup>t</sup>  
on Demand with Interest for the same till paid. Yet s<sup>d</sup> Benj<sup>n</sup>  
tho<sup>t</sup> often thereto requested hath never paid the same but  
wholly refuses so to do. To the Damage of the said Thomas  
Fourteen Pounds. This Case was commenced at the last Jan<sup>y</sup>  
Term and continued from thence to this Time And now the  
Pl<sup>r</sup> appears and the Def<sup>t</sup> tho<sup>t</sup> three Times called to come into  
Court makes Default of Appearance here. Wherefore  
it is considered by the Court that the said Thomas do re-  
cover against the s<sup>d</sup> Benjamin Ten Pounds Eighteen Shillings  
& two pence of Lawful Damages and Costs of Suit taxed at  
£1.19.9 & thereof &

Exon. 4<sup>th</sup> May 27<sup>th</sup> 1795

Otis vs  
Bannister  
Jan 115 1795

William Otis of Cummington in the County of Hampshire Trader  
and Jacob Tubbs of Bridgewater in the County of Plymouth Yeom<sup>n</sup>  
are Pl<sup>r</sup>s vs Christopher Bannister of Windsor in the County of  
Berkshire Gentleman Def<sup>t</sup>. In a Plea &c, as set forth in the  
Declaration on File &c. This Case was entered at the last Jan<sup>y</sup>  
Term and continued from thence to this Time And now  
neither Party appearing this Case is dismissed &

Cook vs  
Shattuck  
Jan 119 1795

Levi Cook of Ashfield in the County of Hampshire Sadler Pl<sup>r</sup> vs  
Oliver Shattuck of Haverly in said County Gent<sup>r</sup> Def<sup>t</sup>. In a Plea &c  
as set forth in the Declaration of the Writ on File &c. This Case  
was entered at the last January Term and continued from thence  
to this Time and now neither Party appearing this Case is dis-  
missed &

Simon Shaw Yeoman and Josiah Davis Blommen both of Buckland  
 in the County of Hampshire. Pls vs Aaron Billings of Conway in the  
 County aforesaid Husbandman Deft. In a Plea for that the said  
 Aaron at Buckland aforesaid on the fourth day of November in the  
 Year of our Lord Seventeen Hundred and Ninety three by his Note under  
 his hand of that date for Value received promised the Pls to pay them  
 Twenty seven Pounds & Money in Beef Cattle meaning to deliver the  
 Pls twenty seven Pounds worth of Beef Cattle at the Forge in Buck  
 Land (meaning at the Forge owned by Josiah Davis in Buckland) upon  
 by the first Day of October then next with us meaning with Interest  
 and the Time for the delivery of said Cattle has elapsed and the Pls  
 aver that they were always ready at the Time and place aforesaid to  
 receive the said Cattle according to the Tenour of said Note yet the  
 said Aaron the often requested has never delivered said Cattle nor  
 paid the same Sum and Interest in Money but neglects it To the  
 Damage of the said Simon & Josiah Forty Pounds. This Action  
 was commenced at the last January Term and continued from  
 thence to this Time and now the Pls appears and the Deft tho'  
 three Times called to come in to Court makes Default of appear  
 ance here. Wherefore it is considered by the Court that the  
 Simon & Josiah do recover against the said Aaron Billings  
 twenty Nine Pounds Ten Shillings of Lawful Money Damages &  
 Costs of Suit taxed at £2.10.3

Exon. 3<sup>o</sup> May 24 1795

Aaron Billings of Conway in the County aforesaid of Hampshire  
 Husbandman. Pls vs Simon Shaw of Buckland in the County  
 aforesaid Yeoman Deft. In a Plea of the Case for that the said Simon  
 at Conway aforesaid on the twenty first Day of May last past by  
 his Note under his Hand of that date for Value received promised  
 the Pls to pay him or his Order Seven Pounds, Seventeen Shillings  
 meaning Lawful Money on the fifteenth Day of August then next  
 following (meaning also with Interest) which Time has elapsed  
 yet the said Simon the often requested the same Sum & Interest  
 has not paid but neglects it. To the Damage of the said Aaron  
 Twelve Pounds. This Case was commenced at the last Jan'y  
 Term and continued from thence to this Time. And now the  
 Pls appears and the Deft tho' three Times called to come into  
 Court makes Default of appearance here. Wherefore it  
 is considered by the Court that the said Aaron do recover agt  
 the said Simon Eight Pounds Six Shillings & Sixpence of Lawful  
 Damages and Costs of Suit taxed at £2.5.9 & thereof 1/2.

Exon. 3<sup>o</sup> May 28 1795

122

Shaw & al vs  
 Billings  
 Jan 122 1795

Billings vs  
 Shaw  
 Jan 123 1795

Bowker <sup>et al</sup>  
Daniel  
Jan 12<sup>th</sup> 1795

Thomas Bowker Yeoman and Sarah Bowker Wife of the said Thomas both of Ashfield in the County Administrators on the Goods Chattels Right and Credits of Samuel Daniel late of said Conway deceased in a Plea of the Case for that the said Joshua at Conway offered on the 25<sup>th</sup> Day of June in the Year of our Lord Seventeen Hundred & Ninety by his promissory Note under his Hand of the same Date for Value received promised & covenanted in his Life Time to pay him or Order the Sum of Twenty Pounds to be paid in meat cattle or Grain at the Market Price in December in the Year Seventeen Hundred & Ninety three on Interest remaining with the Lawful Interest of said Sum from the first of November then next till paid yet the said Joshua tho' often requested hath not paid the Contents of said Note tho' the said Thomas and Sarah have always been ready to receive the same according to the Tenour thereof but hath refused and still refuses to pay the same - To the Damage of the said Thomas & Sarah in their Capacity Thirty Pounds - This Case was commenced at the last January Term & continued from thence to this Time And now the Pl<sup>ty</sup> appears & the Def<sup>t</sup> tho' three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that the said Thomas & Sarah do recover against the said Joshua Daniels

Dickinson <sup>et al</sup>  
vs Sheldon  
Jan 12<sup>th</sup> 1795

Elisha Dickinson Yeoman & Elijah Dickinson Yeoman both of Hatfield in the County of Hampshire and Obadiah Dickinson of Hatfield in the County aforesaid Executors of the last Will & Testament of Obadiah Dickinson of Hatfield deceased, Pl<sup>ts</sup> vs Moses Sheldon of Conway in the County of said Yeoman Def<sup>t</sup> In a Plea of the Case for that the said Abner at Ashfield in said County in the 26<sup>th</sup> Day of November in Year of our Lord One Thousand Seven Hundred and Ninety three by his Note of that Date promised them to pay them the Sum of ~~Twenty~~ <sup>Five</sup> Pounds & ~~Five~~ <sup>Five</sup> Shillings & his pence Lawful Money with Interest after twelve Months from the Date of said Note yet said Abner tho' often requested there to never performed his promise but neglected it - To the Damage of the said Obadiah Elisha & Elijah twelve Pounds - This Case was entered at the last January Term and continued to this Time and now the Pl<sup>ty</sup> appears and the Def<sup>t</sup> tho' three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Elisha Elijah and Obadiah do recover against the said Sheldon

123  
Hester vs  
Lombard  
Jan 132 1794

Russell Attwater of Blanford in the County of Hampshire Gent<sup>ly</sup>  
vs  
Roswell Lombard of Stockbridge in the County of Berkshire Suder  
Def<sup>t</sup> In a Plea of Trespass with Case for that whereas the said  
Roswell at said Blanford on the Day of the purchase of this Writ  
was justly indebted to said Russell for divers Goods, Wares and  
Merchandises according to the Schedule annexed before that Time  
at the special Instance & request of said Roswell sold and delivered  
and in consideration thereof he the said Roswell then and there  
undertook & promised upon himself & to said Russell faithfully  
promised to pay him so much money or Demand with In-  
terest as said Goods Wares and Merchandises were reasonably worth  
at the Time of the Sale and delivery thereof and said Russell  
avows that said Goods Wares and Merchandises were reasonably  
worth at the Time of the Sale and delivery thereof the Sum  
of Thirty two Pounds Eight Shillings Lawful Money of which  
said Roswell then had Instant Notice yet said Roswell tho'  
often thereto required hath not performed his said promise  
except for the Sum of two Pounds & Thirteen Shillings as by  
the Schedule annexed but unjustly neglects and refuses to  
perform it To the Damage of the said Russell Attwater fifty  
Pounds This Case was commenced at the last last Term &  
contin<sup>d</sup> from thence to this Time and now the Pl<sup>y</sup> appears  
by John Phelps Esq<sup>r</sup> Gent<sup>ly</sup> his Att<sup>y</sup> and the Def<sup>t</sup> tho' three times  
called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said  
Russell do recover against the said Roswell twenty nine  
Pounds fifteen Shillings of Lawful Money Damages & Costs of  
Suit taxed at £2..6..9 After all which the said  
Roswell appears by Eli P. Ashmun Gent<sup>ly</sup> his Att<sup>y</sup> and Appeals  
from the Judgment of this Court to the Supreme Judicial  
Court to be holden at Northampton on the fourth Tuesday  
of September next and he Recognizes with Sureties as the  
Law directs for said Roswell's prosecuting the same with effect  
&c as by s<sup>d</sup> Recognizance on file does appear.

Phelps vs  
Blair 2<sup>th</sup>  
Jan 13 1795

John Phelps of Granville in the County of Hampshire Gent. Plf  
vs Robert Blair fourth late of Blanford in the County of Hamp.  
shire Yeoman Deft In a Plea of Trespass in the Case for that  
whereas the said Robert at said Blanford on the twenty second  
Day of March in the Year of our Lord 1794 by his Note in writ-  
ing under his hand of that Date for Value received promised  
one Nehemiah Carter to pay him or Order the Sum of Six  
Pounds twelve shillings and Six pence Lawful Money by the  
first day of June then next with Interest till paid afterwards  
this is to say on the same Day and Year last aforesaid at s<sup>d</sup>  
Blanford no part of the Contents of said Note having been paid  
to said Nehemiah he said Nehemiah by his Endorsement  
on the Back of s<sup>d</sup> Note with his own proper hand subscri-  
ed and endorsed the same over to said John the Plf for value of him  
received and by his said endorsement directed and Ordered the  
Contents of said Note then wholly due and unpaid to be paid  
to said John the Plf for value of him received of all which the  
said Robert then and there had Instant Notice and in Consi-  
deration thereof then and there undertook & promised upon him-  
self and to said John then and there faithfully promised to  
pay him the Contents of said Note agreeable to the endorsement  
thereon made yet said Robert tho' often thereto requested hath  
not performed his s<sup>d</sup> Promise but unjustly neglected &c  
To the Damage of the said John Ten Pounds - This action was  
commenced at the last January Term and continued to this Time  
And now the Plf appears and the Deft the three Times called to  
come into Court makes Default of appearance here -  
Wherefore it is considered by the Court that the said John  
do Recover against the said Robert Seven Pounds & Nine Pence  
of s<sup>d</sup> Damages and Costs of Suit taxed at £2. 2. 3 1/4  
Exon<sup>r</sup> ip<sup>s</sup> May 20<sup>th</sup> 1795

Elliotson vs  
Cannon  
Jan 13 1795

Nel Elliotson of Granville in the County of Hamp  
shire Yeoman Plf vs William Thompson Cannon of Blanford in  
the County of Dorset Yeoman Deft In a Plea of Trespass in the Case for  
that the said William at said Blanford on the twenty fourth Day of  
September in the Year of our Lord one thousand seven hundred & thirty three  
by his Note in writing under his s<sup>d</sup> subscribed with his Hand for  
Value received promised said Nel to pay him the Sum of fifteen  
Pounds Lawful Money in One year from the date with Interest till it

ed yet said William the often thereto requested hath not performed  
his said promise but unjustly neglects it To the Damage of the said  
Abel Tillotson Twenty Pounds, This Case was entered at the last Jany  
Term & continued from thence to this Time & now the Pl appears  
the Deft the three Times called to come into Court makes De  
fault of appearance here, Wherefore it is considered by the Court  
that the said Abel do recover against the said William Thompson  
Canon Sixteen Pounds Ten Shillings of Lawful Money Damages &  
Costs of Suit taxed at £ 2. 11. 3 & there of 8/-

Exon ip May 20<sup>th</sup> 1795

Charles Stocum of Granville in the County of Hampshire Yeoman  
Pl vs Joshua Lawton of London in the County of Berkshire Yeoman  
an Deft In a Plea of Trespass on the Case for that the said Joshua  
at said Granville on the seventh Day of June in the Year of our  
Lord 1794 by his Note in writing under his Hand of that Date  
by him subscribed for Value received promised said Charles to pay &  
deliver to him Nine Pounds five Shillings & one penny Lawful  
Money worth of Good Merchantable Girdling Boards & deliver the  
same at the School House or at Deltons Mills in London at Thirty  
Shillings pr Thousand by the first Day of December then next mean  
ing with Interest after Due and said Charles avers that he has  
ever been ready to receive said Boards yet said Joshua the often  
thereto requested hath not performed his said Promise but neg  
lects it To the Damage of the said Charles Twenty Pounds  
This Case was commenced at the last January Term & continued  
from thence to this Time & now the Pl appears & the Deft  
the three Times called to come into Court makes Default of  
appearance here, Wherefore it is considered by the Court  
that the said Charles Stocum do recover against the said Joshua  
Nine Pounds ten Shillings & six pence of Lawful Money Dam  
ages & Costs of Suit taxed at £ 2. 3. 7 & there of 8/-

Exon ip May 20<sup>th</sup> 1795

John Phelps of Granville in the County of Hampshire Gent<sup>l</sup> Off  
vs Joshua Lawton of London in the County of Berkshire Gent<sup>l</sup>  
alias Yeoman Deft In a Plea of Trespass on the Case for that  
whereas the said Joshua at said Granville on the third Day of  
June last past by his Note in writing under his Hand & by  
him subscribed of that date for Value received promised said John  
to pay and deliver to him at his House the Sum of fourteen  
Pounds & six pence Lawful Money worth of Fine young Mat for the

Stocum vs  
Lawton  
Jan'y 13<sup>th</sup> 1795

Phelps vs  
Lawton  
Jan'y 13<sup>th</sup> 1795

at Cash Trial by the first Day of October then next with Interest  
and said John avers that he was ready to receive said Cattle agree-  
able to the Tenor of said Note yet said Joshua tho often then requested  
did both not performed his said Promise but unjustly neglected  
it - To the Damage of the said John Phelps twenty Pounds  
This Case was commenced at the last January Term & con-  
tin'd to this Time & now the Pl appears & the Def<sup>t</sup> the three  
Times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said John  
do recover against the said Joshua fourteen Pounds Eleven shillings  
and one Penny of Lawful Money Damages & Costs of  
Suit taxed at £2.3.7 & thereof 2/- Exec<sup>d</sup> in May 20<sup>th</sup> 1795

Gobb vs  
Marble & Co  
Jan'y 13<sup>th</sup> 1795

John Gobb of Chester in the County of Hampshire Taylor Pl<sup>ff</sup> vs  
Jonathan Marble of Norwich & David Leonard of Westburyfield  
both in the County of Hampshire Yeomen Def<sup>ts</sup> In a Plea of  
the Case for that the said Jonathan & David at & Chester on the 9<sup>th</sup>  
Day of October last past by their Note of that Date by them subscribed  
for value received promised the Pl<sup>ff</sup> to pay him or Order the Sum  
of Seven Pounds & ten shillings Lawful Money within one Week  
from the Date with Interest till paid And also for that the said  
Jonathan and David at said Chester on the Day last aforesaid by  
their other Note of that date by them subscribed promised the  
Pl<sup>ff</sup> for value received to pay him or Order one other Sum of Seven  
Pounds ten shillings within one Month from the Date with  
Interest till paid yet tho often requested the said Jonathan & David  
both not paid the above Sums or either of them but neglected it  
To the Damage of the said John thirty Pounds - This Case was  
entered at the last Jan'y Term & contin'd to this Time & now  
the Pl<sup>ff</sup> appears and the Def<sup>ts</sup> the three Times called to come  
into Court makes Default of appearance here - Wherefore it  
is considered by the Court that the said Gobb do recover against  
the said Marble & Leonard fifteen Pounds Ten shillings & six  
pence of Lawful Money Damages - Costs of Suit taxed at £2.5.  
& thereof 1/- Exec<sup>d</sup> in June 15<sup>th</sup> 1795.

in the County of Hampshire 125

Robert Breck Esqr and John Breck both of Northampton joint Traders  
 vs Luke Gates of Chesham in the County of Hampshire aforesaid  
 Blacksmiths Deft In a Plea of Trisnap on the Case for that the said  
 Luke at N<sup>o</sup> Northampton on the sixteenth Day of December current Jan 14<sup>th</sup> 1795  
 was justly indebted to the Pls in the Sum of Thirty eight Pounds  
 eleven shillings and nine pence Lawful Money for divers Goods  
 Wares and Merchandises of the Pls to the said Luke at his special  
 Instance & request then before that Time sold and delivered by the  
 Pls and being so indebted the said Luke in consideration thereof  
 sumed on himself and to the Pls then and there faithfully prom-  
 ised to pay them the same Sum of Money and Demand And the Pls  
 aver that on the sixteenth Day of December aforesaid at Northamp-  
 ton aforesaid they recd of the said Luke Gates five Pounds two Shillings &  
 seven pence Lawful Money in part of said Sum. Yet the said Luke  
 has often requested hath not paid the Pls the residue of said Sum  
 nor any part thereof but neglects and refuses to do it & the Damage  
 of the said Robert & John Forty Pounds and there the Pls  
 This Case was commenced at the last July Term & continued to  
 this Time and now the Pls appear & the Deft the three Times  
 called to come into Court makes Default & appears none  
 Wherefore it is considered by the Court that the said Robert & John  
 do recover against the said Luke Thirty four Pounds five Shil-  
 lings & eight pence of Lawful Money Damages & Costs of Suit  
 taxed at £1.5.9 & there of &c. Exec<sup>o</sup> in May 27<sup>th</sup> 1795

Colvin Munn of Greenfield in the County of Hampshire Inn-  
 keeper App<sup>t</sup> vs Joseph Hunt Breck of Northampton in County  
 Goldsmiths App<sup>t</sup> from the Judgment of Ebenezer Hunt Esqr In  
 which Original Case the said Joseph was Pl and Colvin Deft In  
 a Plea of Trisnap on the Case for that said Whereas according to  
 the Law & Customs of this Commonwealth all Innkeepers who  
 keep Common Inns to entertain Travellers and Cattle of Travellers  
 travelling upon the Roads where such Inns are kept & who put  
 up at and set up their Horses Mares & Geldings in the same  
 are bound to keep the Cattle Goods & Chattels of such Travellers  
 both by Day and by Night being within those Inns without  
 Detriment Damage Diminution or loss so that no hurt  
 Detriment or Damage whatsoever shall happen to said Guests  
 or to their Cattle Goods or Chattels or any part thereof through

Munn App<sup>t</sup> vs  
 Breck App<sup>t</sup>  
 Jan (144) 1795

the Default neglect or Carelessness of the said Mr. Ingham or their Ser-  
vants - And whereas the said Calvin on the 10<sup>th</sup> Day of Septem-  
ber last past & before kept and from thence hitherto hath kept & still  
keeps as Master & Murg of a certain Common Inn at Greenfield  
aforesaid and whilst the said Calvin so kept as Master & Murg of the  
same Inn to wit on the same 10<sup>th</sup> Day of Sept<sup>r</sup> aforesaid the said  
Joseph Hunt travelling along and by the Place where the said Inn then  
was & stood with a certain Gelding and Saddle of him the said Joseph  
Hunt then and there stopt at the same Inn and brought the said  
Gelding & Saddle into the said Inn & set up the said Gelding & Saddle  
of him the said Joseph Hunt at & in the same Inn & lodged & left  
the said Gelding & Saddle therein for the said Gelding to be there  
bated and entertained quartered and fed and taken due care of  
therein as in a Common & Public Inn until the same should  
on the same Day be called for again by the said Joseph Hunt  
for his use & reward as used & customary in such Inns to be  
paid to the said Calvin for the standing lodging setting up the  
said Gelding & Saddle and bating entertaining quartering  
feeding and taking care of the same Gelding and Saddle at the  
said Inn. Yet the said Calvin through the Default neglect &  
mere Carelessness of himself and his Servants in this behalf  
while the said Gelding & Saddle so remained & continued in at the  
said Inn for the purpose & on the Cause aforesaid to wit on the  
same Eighteenth Day of September aforesaid at Greenfield aforesaid  
so badly carelessly & negligently took care of the said Saddle  
that during that Time to wit on the same 18<sup>th</sup> Day of Sep-  
tember aforesaid at Greenfield aforesaid the same Saddle of the  
Price of Eighty Shillings Lawful Money was in the said Inn  
through the mere Default of Care & neglect of the said Calvin  
and his said Servants lost stolen taken & carried away either  
by the said Calvin or some other Person or his Servants or some  
other Person or Persons unknown to the said Joseph Hunt  
so that he the said Joseph Hunt hath wholly lost the Use &  
Profit and Value of the said Saddle & the Damage of the said  
Joseph Hunt is Eighty Shillings. This Case was brought  
up at the last January Term and continued from thence to  
this Time And now the said Parties appear and are at Issue  
on their Summons - Whereupon a Day at this Time return

and impannelled as the Statute Directing now sworn to try  
the Issue declare upon their Oaths that the Opp<sup>t</sup> is not Guilty  
in manner and form as set forth in the Declaration

124  
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Wherefore it is considered by the Court that the D<sup>d</sup> Salvin the Opp<sup>t</sup>  
afores<sup>d</sup> do recover against the D<sup>d</sup> Joseph Hunt Breck five Pounds  
thirteen shillings & three pence his costs in defending this Suit  
&c

The Inhabitants of Norwich in the County of Hampshire app<sup>rs</sup> vs  
Seth Cole of S<sup>r</sup> Norwich app<sup>r</sup> from the Judgment of Ebenezer Hunt  
Esq<sup>r</sup> in which original Case the D<sup>d</sup> Seth was Pl<sup>ff</sup> and D<sup>d</sup> Inhabitants  
Def<sup>ts</sup> In a Plea of the Case forth that the D<sup>d</sup> Inhabitants at S<sup>r</sup> Nor  
wich on the Tenth Day of December current were justly in  
debted to the D<sup>d</sup> Seth in the Sum of fifty shillings Lawful Money  
for so much money of him the D<sup>d</sup> Seth & to his Heir by the D<sup>d</sup> In  
habitants then before that Time had and received & the said  
Inhabitants being so indebted in Consideration thereof  
applied as themselves and to the D<sup>d</sup> Seth then & there faith  
fully promised to pay him the same Sum on Demand & the  
Pl<sup>ff</sup> in fact says that afterwards to wit on the same 10<sup>th</sup>  
Day of December afores<sup>d</sup> he demanded the same Sum afores<sup>d</sup>  
of said Inhabitants to wit at S<sup>r</sup> Norwich yet the D<sup>d</sup> Inhabitants  
tho often thereto requested & particularly on the same 10<sup>th</sup>  
Day of December afores<sup>d</sup> have not nor hath any or either of  
them ever paid said Sum or any part thereof to the D<sup>d</sup> Seth but  
neglect & refuse to do it to the Damage of the said Seth eighty  
shillings This Case was brought up at the last January  
Term and from thence contin<sup>d</sup> to this Time & now the D<sup>d</sup> Parties  
appear and were at Issue on their former Plea

Inhabitants of Nor-  
wich vs  
Cole  
Jan 14<sup>th</sup> 1795

Whereupon a Jury at this Time returned & impannelled  
according to the Statute then  
and being sworn to try the Issue declare upon their Oaths  
that the D<sup>d</sup> Oppellants did promise in manner & form  
as set forth in the Declaration & assess Damages at sixteen  
shillings Wherefore it is considered by the Court that the  
D<sup>d</sup> Seth do recover against the said Inhabitants sixteen shil  
lings of Lawful Money Damages & Costs of Suit taxed at £9.7.4  
& thereof &c

Exec<sup>d</sup> June 10<sup>th</sup> 1795

*Hayden* *Billings*  
Jan 15<sup>th</sup> 1795  
Humbly Shews Moses Hayden of Conway in the County of Hamp-  
shire Physician at a Court holden before your Honours on the  
Third Tuesday Jan<sup>y</sup> 1794 he received Judgment against  
Ethan Billings of said Conway Cordwainer Executor of the  
last Will and Testament of Elijah Watts late of Conway de<sup>d</sup>  
for the Sum of Six Pounds thirteen Shillings & eight pence <sup>13<sup>th</sup></sup> Damages  
and £2.0.11 Costs afterwards to wit on the Day of August 1794  
The said Moses did out a Writ of Execution in the same Judgt  
Wherein we commanded the Sheriff of our County of Hamp-  
shire to his Deputies that of the said Elijah w<sup>ch</sup> of his Goods or  
 Chattels in the Hands of the said Elijah he should cause to be  
 Seized paid and satisfied unto the said Moses the afores<sup>d</sup>  
 Sum being Eight Pounds fourteen Shillings & seven pence  
 in the whole and also one Shilling more for the same Writ  
 together with his own Fees and to make due returns to the same  
 and that the said Moses did commit the same Writ on the  
 same Day to J<sup>es</sup> Swearing a Deputy Sheriff whereupon  
 the said Moses humbly suggests to your Honours that the s<sup>d</sup>  
 Ethan Billings hath wasted the Goods of the said Elijah which  
 came into his hands after the said Elijah Deceased to the Value  
 of twenty Pounds so that said Deputy Sheriff could find none  
 Wherewith to levy the same Execution and therefore made a Re-  
 turn of Nulla Bona and Quare non accordingly wherefor the  
 said Moses prays that a Sure Teias may be against the  
 said Ethan to answer if any he have to your Honours on the  
 Third Tuesday of May next at Northampton in s<sup>d</sup> County & by  
 Exec<sup>n</sup> should not be awarded against him of his own Goods  
 and Chattels and for want thereof against his Body for the  
 Damage & costs afores<sup>d</sup> with such additional costs of this Ind<sup>t</sup>  
 and he as an agreeable to Law and as in duty Bound shall  
 ever pray.

*Magum* *William*  
July 15<sup>th</sup> 1795  
Humbly Shews Morgan of West Springfield in the County of Hampshire  
App<sup>t</sup> vs Isaac Williston of West Springfield in s<sup>d</sup> County a pre<sup>se</sup>  
 App<sup>t</sup> from the Judgment of Justice Ely Esq<sup>r</sup> in which Origin-  
 al Case the said Isaac was Pl<sup>y</sup> & J<sup>d</sup> Alms Deft<sup>d</sup> Ina Pla & c<sup>t</sup>  
 as set forth in the Declaration on file &c. This Case was called  
 at the last Term & continued to this Time & now neither  
 Party appearing the Case is dismissed &c.

Humbly shews the Inhabitants of Orange that they the <sup>127</sup> Inhabitants of Orange County  
were at the Suit of Edward Ward summoned to appear before the Court  
Court at this Term to answer to the said Edward in a Plea of the  
Case and the said Edward hath failed to prosecute the same Suit  
they therefore pray Judgment for his Costs of Suit. This Case was  
entered at the last Term and continued to this time & now the  
Pls appear & it is considered by the Court that no facts are at  
issue in this Case.

Stebbins & al  
vs Porter  
Jan 160 1795

Lebina Stebbins & Thomas Stebbins of Springfield in said the County of  
Hampshire Traders & Joint dealers in Merchandise Pys vs Elisha  
Porter of said County of Hampshire & of Hadley in said County Deft In a  
Plea of the Case wherein the said Lebina and Thomas say that  
on the twenty eighth day of April last past at Springfield aforesaid they  
sued out from the Clerk of our S Court a certain Writ of attachment  
against William Scott of Palmer in said County Eng<sup>r</sup> wherein the said  
Lebina & Thomas declared that the said William was at Springfield  
before the suing out said Writ indebted to them in the sum  
of fifteen Pounds three shillings & four pence for sundry Goods Wares  
and Merchandises then before that Time sold and delivered to him  
the said William at his special Instance & request and being so  
indebted the said William in consideration thereof assumed on  
himself & faithfully promised the Pys to pay them the same or duty  
and & which he had never done which said Writ was directed to  
the Sheriff of said County of Hampshire or his Deputy thereby com-  
mending them or either of them to attach the Goods or Estate of said  
William Scott & for want thereof to take the Body of said William so  
that the said Sheriff or his Deputy might have the said William be-  
fore our Justices of our said Court then next to be holden at North-  
ampton aforesaid on the Third Tuesday of May then next to which  
Court the said Writ was returnable & thence thence to answer to  
the Pys in their said Suit & the Pys further declare that on the 30th  
Day of April last at Springfield they delivered the said Writ to  
one William Ballard who then & long after was a Deputy under  
Elisha & for whose Malfeasance & Misfeasance the S Elisha is by  
Law chargeable to serve & return & directed the S Ballard to serve the  
Pro<sup>s</sup> Demand of the Pys ag<sup>t</sup> said Scott by attaching sufficient  
Estate of said Scott or by attaching the Body of said Scott & holding  
him to bail for his appearance at S Court & the S Pys say that the  
said William Ballard returned said Writ to said Court holden at

aforsaid on the third Tuesday of May last with his return thereon  
in the Words and figures following viz May 5th 1795 Then by Virtue  
of this Writ to me directed I attached the Body of the within named  
Scott and took Bail for his Appearance as the Law directs. William  
Ballard Deputy Sheriff & the Pls further say that at said Court they  
received Judgment the said William Scott in & Action for the  
Sum of Fifteen Pounds Thru shillings & four pence of Damages  
and Costs of Suit taxed at about their Suit in that behalf expended  
the sum of one Pound eight shillings & one penny & that on the  
Day of the same May they said out from the Clerk Office of said  
Court their Writ of Execution on said Judgment of the Price  
of one shilling for the recovery of the Contents of their said Judgt  
of the said William Scott and that on the first day of June last  
at Springfield the said Lebinah & Thomas delivered the Writ  
of Execution to said William Ballard then and long after a Depu-  
ty as aforesaid the Contents of said Execution then being wholly  
due and unpaid to levy same execute & return within three  
Months from the Date thereof with his doings thereon into  
the Clerks office of our said Court of Common Pleas according  
to the Precinct of the same Writ of Execution Yet the sd Writ had  
and not regarding the duties of the said Office did not make re-  
turn of the said Writ of Execution to the Clerk of the said Court  
on the Day of the return thereof above specified nor hath  
the said William Ballard at any Time afterwards made his  
return on the same Writ or certified thereon his Doings  
by Virtue thereof to the said Clerk or to sd Court but hath wholly  
neglected so to do whereby the said Lebinah & Thomas have wholly  
lost the Contents of sd Judgment & the Cost of sd Execution which  
the Pls say is one shilling - To the Damage of the sd Lebinah &  
Thomas Thirty Pounds - This Case was entered at the last  
January Term and contin'd to this Time & now the Pls appears  
and the Def<sup>t</sup> the three times called to come into Court makes  
Default of appearance here Wherefore

Silas Hannum of Hatfield in the County of Hampshire Joiner Pl  
vs Ezra Clark of [unclear] in said County Innkeeper Deft  
In a Plea of Trespass in the Case for that Whereas the said Ezra of  
Hatfield on the Tenth Day of January last past in consideration  
that the Pl had there before that Time & at the Special Intinew  
and request of the said Ezra done and performed divers Labours &  
Services for him the said Ezra in the Business of a Joiner the  
Pl Ezra the same or himself assured and then and there faith  
fully promised the Pl to pay him so much Money therefor on  
Demand as he reasonably deserved to have and the Pl avers  
that for the Services done and performed to as aforesaid he reasona  
bly deserved to have of the said Ezra the Sum of Four Pounds six  
teen Shillings Lawful Money of which the said Ezra from  
the said Silas then and there had Notice yet the said Ezra  
unto requested he hath not performed his promise in pay  
ing the aforesaid Sum or any part thereof except as to Two  
Pounds twelve Shillings and six pence of like Lawful Money  
but the remainder of said Sum although often thereunto re  
quested he hath not paid or any part thereof but unjustly  
neglects to do it To the Damage of the said Silas four Pounds  
This Action was entered at the last January Term.

Hannum vs

Clark

May 1 1795

Silas Hannum of Hatfield in the County of Hampshire Joiner  
and Ezra Clark of Williamsburgh in said County Innkeeper  
Parties in a Rule of Reference according to the Statute &c  
The Parties now appear and the Referees by them chosen and  
into Court their Award viz That the said Ezra pay to  
Silas the Sum of One Pound Nineteen Shillings Lawful Money  
which is his due on a Balance of Acs and further that  
the Pl Ezra pay the Sum of One Pound two Shillings & four  
pence for the Costs which appears to have arisen in Con  
sequence of the Dispute and further that the Sum of Eighteen  
Shillings be paid the Referees or demand by the said Ezra  
which award is accepted and it is considered by the Court  
that the said Silas do recover against the said Ezra One  
Pound Nineteen Shillings of Lawful Money Damages & Costs  
of Suit taxed at £ 2 17 0 More of Lc. Given and June 1 1795

Lord & ac or  
Stitchers  
May 4 1795

William Lord & Thomas Butler both of Stonington in the County  
of New London in the State of Connecticut Gent<sup>rs</sup> Pls vs  
James Bud Mitchell late of Springfield in <sup>the</sup> County of Hamp-  
shire Def<sup>t</sup> In a Plea of the Case for that the said James at  
Springfield aforesaid on the Ninth Day of September in  
the year of our Lord One Thousand seven Hundred & Ninety  
three received of the said William & Thomas One Hundred  
Tickets of the Price of three Dollars each in Stonington Point  
Meeting House Lottery from Number Twelve Hundred &  
forty one to Number twelve Hundred and Forty eight in-  
clusive & from Number Twelve Hundred & fifty one to Number  
Twelve Hundred and Eighty six inclusive & from Twelve  
Hundred and Ninety one to Number Twelve Hundred & forty six  
inclusive to sell the same for said William & Thomas at  
three Dollars each and the said James then & there in  
consideration thereof promised said William & Thomas  
to account with them for said Tickets on Demand or re-  
turn said Tickets deducting two and half per cent for sale  
of said Tickets as he the said James should sell and the said  
William & Thomas say that the said James has never ac-  
counted with them for said Tickets or returned such of  
Tickets as remained unsold except twenty seven of said Tickets  
altho' often thereto requested particularly on the first Day  
of May last past at said Springfield) hath not paid the same  
to said William & Thomas or either of them but that he has  
and still does unjustly neglect & refuse so to do to the Dam-  
age of the said William & Thomas Twenty Pounds. The Pls  
appear & the Def<sup>t</sup> the three times called to come into Court  
without Default of Appearance here Wherefore it is considered  
by the Court that the said William & Thomas do recover of  
the said James Twenty Pounds of L<sup>y</sup> Damages &  
Costs of Suit taxed at £1. 10. 11 & there of L<sup>y</sup>

Exce<sup>pt</sup> May 27 1795

Alsep vs  
July  
Aug 6 1795

Mary Alsep of Middletown in the County of Middletown  
in the County of Middlesex & State of Connecticut Widow Pl<sup>t</sup> vs  
John Alsep of Montgomery in the County of Hampshire

Trader Defect In a Plea of Trespass on the Case for that the said Frederick  
at Northampton aforesaid on the Thirtieth Day of January 1794 by his  
promissory Note in Writing under his hand of that date for Value  
received promissory said Mary to pay her the sum of Seventeen Pounds  
Nine Shillings & two pence within one year from the Date of said  
Note with Interest for the same till paid yet the said Frederick  
tho often requested to pay said Note hitherto has & still does neglect  
and refuse to do so to the Damage of the said Mary Forty Pounds  
The Plf appears & the Defect the three Times called to come into  
Court makes Default of appearance here Wherefore it is con-  
sidered by the Court that the said Mary do recover against the  
said Frederick Eighteen Pounds Seventeen Shillings & two pence of  
Lawful Money & Costs of Suit taxed at 1-11-5 & there of 2s

Excess of May 27 1795

Daniel Lumbard of Springfield in the County of Hampshire  
Trader Plvs Beralul Chapin of Springfield in D County Newham  
Defect In a Plea of the Case for that the said Beralul at Spring-  
field aforesaid on the 13<sup>th</sup> day of June in the Year of our Lord one  
Thousand seven Hundred & Ninety three by his promissory  
Note of Hand of that date promised said Daniel to pay him  
the sum of two Pounds & six pence lawful Money with Inter-  
est till paid - Also for that whereas the said Beralul at said  
Springfield on the first day of April last was justly indebted to  
said Beralul in the sum of Nine Pounds nine Shillings & eleven  
pence lawful Money for sundry Goods Wares & Merchandises be-  
fore that Time there sold & delivered by him the said Daniel to him  
the D Beralul & at his special Instance & request & being so in-  
debted the said Beralul then and there in consideration thereof  
assumed on himself & faithfully promised said Daniel to pay  
the same whenever after he was requested - yet the said Bera-  
lul tho often there requested has never paid either of said sums  
but hitherto has & still does unjustly neglect & refuse so to do  
to the Damage of the said Daniel Eighteen Pounds - Therefor  
The Plf appears at this Time & the Defect the three Times called  
to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Daniel  
do recover against the said Beralul Eleven Pounds fifteen shil-  
lings & one Penny of Lawful Money & Costs of Suit taxed at 2s 7-3 & there of 2s

Lumbard vs  
Chapin  
May 7 1795

Excess of May  
27 1795

Parrell & al  
vs Talley & al  
May 10 1795

Thomas Parrell Merchant & Elijah Pell Merchant both of the City County and State of New York Pls vs Frederic Talley Trader and Richard Talley Trader both of Montgomery in the County of Hampshire & there were called Frederick Talley Trader & Richard Talley Trader both late of Westfield in & County of Hampshire Deft<sup>s</sup> In a Plea of Trespas on the Case for that the said Frederick and Richard at Montgomery aforesaid on the 25<sup>th</sup> Day of January in the Year of our Lord 1794 by their Note in writing under their Hands of that date for value received promised the Pls to pay them in one Year two Hundred & Thirty three Pounds Nine Shillings & two pence Lawful Money of the State of New York equal to One Hundred & Seventy five Pounds one Shilling & Ten pence one Farthing of our Lawful Money & the Pls aver that the said Time of Payment has long since passed yet the said Richard & Frederick have not nor has either of them ever performed their said Promise but they each of them unjustly refuse to do it To the Damage of the said Thomas & Elijah One Hundred Pounds The Pls appear & the Deft<sup>s</sup> tho' three Times called to come into Court make Default of appearance where Wherefore

Smith vs  
Parsons  
May 14 1795

Job Smith of Shutesbury in the County of Hampshire Husbandman Pls vs David Parsons of Amherst in & County Clerk Deft<sup>r</sup> In a Plea of the Case for that said David at Amherst aforesaid on the fifth Day of August in the Year of our Lord 1789 by his Note under his hand of that date for value received promised to pay him the sum meaning thereby the Value of four Pounds Lawful Money in neat Cattle or Cash price The price to be appraised by indifferent men within four Months from the Date of said Note and said Job says that he has always been ready to receive said Cattle according to the Tenor of said Note yet said David tho' often there to request that he never paid the same or any part thereof but wholly refuses to do it To the Damage of the said Job Nine Pounds The Pls appear & the Deft<sup>r</sup> tho' three times called to come into Court

maker Default of appearance here - Wherefore it is considered by the Court that the said J<sup>d</sup> do recover against the said David Two Pounds six Shillings of Law<sup>m</sup> Damages & Costs of Suit taxed at £1.0.11 & thereupon  
Exon ip<sup>m</sup> May 27<sup>th</sup> 1795

130

Jonathan Edwards Porter of Hadley in the County of Oxford of Hamp<sup>sh</sup>ire Gentleman P<sup>ly</sup> vs David Mitchell of South Hadley in the County of Oxford Yeoman Deft<sup>d</sup> In a Plea of the Case for that the said David at Hadley agreed on the 31<sup>st</sup> Day of October in the Year of our Lord 1793 by his Note under his hand of that date for Value received promised said Jonathan Edwards to pay him or his Order the Sum of Four Pounds 17/5 Lawful Money on Demand with Lawful Interest for the same till paid yet said David the often requested hath never paid the same but refuses so to do To the Damage of the said Jonathan Edwards Seven Pounds The P<sup>ly</sup> appears and the Deft<sup>d</sup> the three Times called to come into Court make Default of appearance here Wherefore it is considered by the Court that the said Jonathan do recover against the said David Two Pounds six Shillings & eight pence of Law<sup>m</sup> Damages & Costs of Suit taxed at £1.0.9 & thereupon

Porter vs

Mitchell

May 10 1795

Exon ip<sup>m</sup> May 27<sup>th</sup> 1795

George Bowne Robert & Keene & Samuel S Bowne all of New York in the County of New York & State of New York Merchants P<sup>ly</sup> vs Elijah Kent of Granby in the County of Hampshire Yeoman Deft<sup>d</sup> In a Plea of Covenant Broken for that whereas the said Elijah at New York to wit at Granby agreed on the twenty fifth Day of April in the Year of our Lord Seventeen Hundred and Ninety three by his agreement in Writing for Value received promised the said P<sup>ly</sup> to pay them or their Order One Hundred & Thirty two Pounds Three Shillings & seven pence half penny current Money of the State of New York being equal to Ninety Nine Pounds two Shilling & nine pence in the Lawful Money of this Commonwealth within six Months from the Date aforesaid with Lawful Interest for the same after the Expiration of Six Months till paid yet the said Elijah the often requested hath never performed his said Promise but neglects it to the Damage of the said P<sup>ly</sup> One Hundred & Ninety Pounds The P<sup>ly</sup> appears by J<sup>n</sup> P<sup>or</sup>ter Esq<sup>r</sup> his Att<sup>y</sup> and the Deft<sup>d</sup> the three Times publicly called to come into

Bowne &c

vs Kent

May 20 1795

Court makes Default of appearance here. Wherefore it is consid-  
ered by the Court that the said George Robert & Samuel do  
recover against the said Elijah One Hundred & Ten Pounds two  
Shillings & Eight pence of Lawful Money Damages and Costs of  
Suit taxed at One Pound Nine Shillings & Seven pence.

Whereupon the said Elijah by Samuel Frinkley Esq<sup>r</sup> his Atty  
comes into Court and a special ~~pro~~ Judgment of this Court  
to the Supreme Judicial Court to be holden at Northampton  
within and for the County of Hampshire on the fourth Sunday  
of September next and he recognises with Sureties as the Law  
directs for the said Elijah prosecuting his said appeal with  
effect as by the recognisance on file does appear.

Baldwin vs Samuel Baldwin of Spencer in the County of Worcester Yeoman  
Gillman Jun<sup>r</sup> Pl<sup>y</sup> vs James Gillman Junior of Chester in said the County of  
May 21 1795 Hampshire Yeoman alias Gentleman Def<sup>t</sup> In a Plea of the  
Case for that said James at Chester aforesaid on the third day of  
February in the year of our Lord 1794 by his Note under his hand  
of that date for value received promised said Samuel to pay him  
or his Order the sum of twelve pounds Lawful in one Year from  
the date of said Note with Lawful Interest for the same till paid  
Yet said James thereafter thereto requested hath never paid the  
same but wholly refuses so to do To the Damage of the said Sam-  
uel Eighteen Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three  
Times publicly called to come into Court makes Default of ap-  
pearance here Wherefore it is considered by the Court that the  
said Samuel do recover against the said James twelve Pounds  
Eighteen Shillings & Seven pence of Lawful Money Damages  
& Costs of Suit taxed at £1.12.7 & thereof

Exon<sup>d</sup> of May 27 1795

Seale vs Wadswile Seale of Northampton in the County of Hampshire Yeoman  
Hathornes Pl<sup>y</sup> vs James Hathornes of Westfield in the County of Hampshire  
May 25 1795 Yeoman & Thomas Hathornes of Westspringfield in the County of Hamp-  
shire Def<sup>t</sup> In a Plea of the Case for that the Pl<sup>y</sup> James & Thomas  
at Westfield on the fourth day of September last past by their prom-  
isory Note in writing under their hands of that date for value  
received jointly & severally promised to James Gillet to pay  
him or his Order the sum of five hundred Shillings & Six pence

Money within four months from the date of said Note with use that  
 Interest be paid - And afterwards to wit on the same fourth day  
 of September at S<sup>r</sup> Westfield the Plaintiff by his Indorsement on that Note  
 with his proper hand subscribed assigned the same Note to the Defendant  
 who the Plaintiff endorsed the contents thereof (then wholly and paid) to be  
 paid to the Plaintiff of all which the said Clearer and Thomas then & there in  
 writing had notice & so became liable to pay the contents of said Note  
 to the Plaintiff according to the Tenor thereof & being so liable the said Clearer  
 & Thomas then & there in consideration thereof promised the Plaintiff to  
 pay him the sum accordingly at the expiration of the said four  
 months from the date of said Note - Yet though after the Plaintiff requested  
 the said Clearer & Thomas or either of them have never paid said Note or  
 any part thereof but unjustly neglected & refuses to do it To the Dam-  
 age of the said Plaintiff Twenty Pounds The Plaintiff appears & the Defendant  
 the three times called to come into Court make Default of appearance  
 here Wherefore it is considered by the Court that the said Plaintiff  
 do recover against the said Clearer & Thomas Seven Pounds three  
 shillings & eight pence of Lawful Money Damages & Costs of Suit  
 taxed at £ 1.7.0 & thereof -

Exon<sup>d</sup> 27<sup>th</sup> May 1795

Noadiah Bepell & Simon Parkus Bepell both of East Windsor in the County of Hartford & State of Connecticut Yeomen Pls vs Ethan Pomeroy of Hadley in the County of Hampshire Yeoman Def<sup>t</sup>

In a Plea of the Case for that the said Ethan at Hadley assigned the twenty second Day of May last past by his promissory Note of Hand of that date for value received promised Noadiah & Simon to pay them the sum of four Pounds four shillings & three pence Lawful money by the first Day of January then next with the Interest after rate - Yet the said Ethan the after the Plaintiff requested has never paid the same or any part thereof but hitherto has & still does unjustly neglect & refuse so to do - To the Damage of the said Noadiah & Simon Seven Pounds - The Plaintiff appears and the Defendant the three times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that the Noadiah & Simon do recover against the said Ethan Four Pounds six shillings & five pence of Lawful Money Damages & Costs of Suit taxed at £ 2.5.11 & thereof &

Exon<sup>d</sup> 27<sup>th</sup> May 1795

Bipello & al  
vs  
Parsons & al  
May 29 1795

Noadiah Bipell & Simon Bucken Bipell both of East Windsor in  
the County of Hartford & State of Connecticut Yeoman Pls vs  
Caleb Parsons Yeoman & Elijah Lee Yeoman both of Hadley in  
the County of Hampshire Defts In a Plea of the Case for that  
the said Caleb & Elijah at Hadley aforesaid on the 29<sup>th</sup> Day of May  
last past by their promissory Note of Hand of that date for Value  
received promise & Noadiah & Simon to pay them Five Pounds  
Thirteen Shillings Lawful Money on or before the first Day of  
January then next with Interest after rate & Yet the often re-  
quests the said Caleb & Elijah or either of them have never paid  
the same but unjustly neglected it & To the Damage of the  
said Noadiah & Simon Ten Pounds & The Plaintiff & the  
Defts the three Times called to come into Court make Default  
of appearance here & Wherefore it is considered by the Court  
that the said Noadiah & Simon do recover against the said  
Caleb & Elijah Five Pounds fifteen Shillings & Eight pence  
of Lawful Money Damages & Costs of Suit taxed at £2.7.3  
& thereof

Exon. j. May 27 1795

Proprietors of the  
Locks & Canals vs

Mark  
May 30 1795

The Proprietors of the Locks & Canals on Connecticut River Pls vs  
Elisha Mack of Montague in the County of Hampshire Deft  
In a Plea of the Case for that whereas on the 15<sup>th</sup> Day of February  
in the year of our Lord One Thousand seven Hundred & Ninety three  
at Springfield in said County at the Special Instance & request of  
said Elisha it was agreed by & between the said Proprietors & the  
said Elisha in manner following to wit that the said Elisha should  
in a good Workmanlike manner & according to his best skill & art  
will and substantially erect build & complete a Dam & Rapids  
on River beginning at the Board way above Gaylord's Mills in  
South Hadley in said County & extending obliquely up the said  
River one Hundred & Ninety Rods in such direction or  
course up said River and of such Height as would be suffi-  
cient to raise the Water in that part of said River from said  
Board way to a level with the head of the rapids above at low  
Water mark and that the said Dam should be constructed of  
logs and timber in an average Eighteen Inches in diameter  
& transversely was to constitute what is commonly called a  
Crib work Dam placed so near & each other that the distance

from centre to centre of each of said Timbers should not exceed four feet  
 & that all the spaces between said Timbers should be filled with well  
 laid stone throughout the whole of said Dam & that the same Dam  
 should be well covered with sound Timber firmly fastened to the other  
 Timbers of said Dam & that one Stick of Timber not less than eighteen  
 inches in Diameter should be halved into 2 & firmly pinned to every  
 Stick of Timber covering said Dam as near the Bottom the upper con-  
 veniently might be & for the greatest security there of & throughout  
 the whole length of the same & that for the greater security of said Dam  
 three Hundred & Eighty four Rods or Bars of the best of Iron two inches  
 in Diameter & two feet & two inches in length or as many of such  
 Rods & Bars in the whole as two to every foot of whatever length  
 said Dam may be should be passed thro' such of the Timbers of  
 said Dam as should be most necessary for securing the same Dam & insert  
 fourteen inches into the Rock so as thereby firmly to connect said Timbers  
 to the same Rock on which the same Dam shall stand & that the said  
 Dam should be covered to half the height thereof with stones & gravel  
 and in such Quantity as shall be sufficient to secure said Dam from be-  
 ing raised & injured by any rise of the water of said River & that he  
 the said Elisha should furnish & provide all the Materials of Timbers Stone  
 Iron & other Articles necessary for erecting building and completing  
 said Dam and all provisions & expense in erecting the same & that  
 the said Elisha should provide & have ready at the head of the Rapids above  
 mentioned all the Timber necessary for erecting and completing said  
 Dam by the first Day of May then next & that the Building Landing  
 the same should be begun as soon as the season would permit &  
 that the same should be so far completed on or before the first Day of  
 November then next that Boats & other floats might safely pass up  
 and down in that part of the River where the Rapids now are &  
 above the Place of erecting such Dam without any Difficulty  
 from the rapidity of the Stream and that such Dam so to be erected  
 as aforesaid should continue & remain in a firm & sound state during  
 the term of Five years from the time at which said Dam should be  
 completed & that in case the said Dam should fail of answering  
 the purposes aforesaid within said term of Five years that he the  
 Elisha should at the election of said Proprietors furnish materials  
 erect a new Dam in the Place of the former & construction of  
 the one above described or furnish & provide other Materials erect  
 such other Works in & under to the Value of the whole Sum herein set-

agreed to be given him for furnishing the Materials & erecting and  
completing the Dam aforesaid & that in case said Dam should fail  
within the term aforesaid & the said Proprietors should elect that the  
said Mack should erect another Dam on the Place of the first & con-  
struction of the one aforesaid then the sum of seven hundred  
and sixty six pounds & six shillings & eight pence being one third  
part of the whole sum to be paid by said Proprietors to said Mack for  
the erecting & building said Dam to be retained by the said Pro-  
prietors for another term of five years commencing at the time  
of completing such new Dam in the same manner as was  
agreed in regard to the Dam first mentioned or in case the  
said Mack should have received of said Proprietors the whole of  
the sum agreed to be paid by said Proprietors to said Mack  
& have given security by real estate to the amount of said sum  
on condition of fulfilling his part of the same agreement then  
new securities of the like tenor & purport should be given by  
said Mack to said Proprietors for his fulfilling the conditions in  
regards such new Dam & in consideration of the said Mack's  
furnishing the Materials & erecting & building & completing  
said Dam in manner as aforesaid the said Proprietors did engage  
& agree with said Mack that he should & might receive of the  
Treasurer of said Proprietors the sum of two thousand & three  
hundred pounds lawful money in manner following to wit the  
sum of four hundred & fifty pounds more part of said sum of two  
thousand and three hundred pounds on the first day of August  
then next provided said Mack should then have completed one  
hundred & forty rods of said Dam from said Boardway & in case  
the said Mack should by any accident or misfortune not have  
completed one hundred & forty rods of said Dam by said first day  
of August that in such case he the said Mack should receive of  
said Proprietors the said sum of four hundred & fifty pounds as  
soon as he should have completed such part of said Dam as afore-  
said he should have completed the same in a reasonable time  
afterwards and the sum of seven hundred & eighty three pounds  
three shillings & eight pence on the first day of June & the  
sum of one hundred pounds when ever the said Mack should  
have completed the said Dam according to agreement & that  
he the said Mack should & might receive of the said Treasurer the said

of £2000 & Three hundred Pounds to wit Seven hundred  
 and eighty six pounds six shillings & eight pence with Interest thereon  
 from the Time of completion of said Dam at the expiration of Three years  
 provided however that if the said Mack at any time during said Term  
 while the said Dam should continue & remain in a sound State should  
 choose to receive the last mentioned Sum of the Proprietors & should  
 give them such security of real Estate for the fulfillment of all  
 Matters & Things contained in the Agreement & on his part to be ful-  
 filled as should be approved of by the President & Directors of the Propri-  
 etors then the said Mack should & might receive of said Treasurer  
 the last mentioned Sum after having given the said President  
 and Directors three Months previous Notice of such his desire & it  
 was also further agreed between the said Proprietors & the said Mack that  
 whereas it was uncertain how far it would be necessary to extend  
 said Dam from said Broadway in order to answer the design of  
 its erection that if it should be found on erecting the same  
 Dam that the length thereof from said Broadway should vary  
 from the length of One hundred & Ninety Rods that then the sum  
 to be received by the said Mack of the Treasurer of the Proprietors when  
 the said Dam should be completed should vary in like proportion  
 as the said Sum of Two thousand & Three hundred Pounds was to  
 a Dam of the length of one hundred & Ninety Rods by an Addition  
 to or a Deduction from the Sum then to be paid as the variation  
 in said Dam should be and the said Agreement being so made the  
 Proprietors at the Instance & request of the said Elisha afterwards  
 to wit on the same fifteenth Day of February at Springfield aforesaid  
 appeared on themselves & then & there faithfully promised the said  
 Elisha that they the Proprietors would well & faithfully perform  
 and fulfill the said Agreement in all things on their part & behalf  
 to be performed & fulfilled and the said Elisha in consideration thereof  
 afterwards to wit on the same Day & Year at Springfield aforesaid  
 appeared on himself & then & there faithfully promised said Proprietors  
 that he the said Elisha would well & faithfully perform & fulfill  
 the said Agreement in all things on his part & behalf to be performed  
 and fulfilled and the said Proprietors in fact say that on the same  
 fifteenth day of February aforesaid the said Proprietors at Springfield  
 aforesaid did pay & the said Mack did then & there receive of  
 the Treasurer of the Proprietors the Sum of Three hundred Pounds  
 part of the said Sum of Two thousand & Three hundred Pounds  
 & the further Sum of Two hundred & Fifty Pounds on the first day of

August next after the 5<sup>th</sup> fifteenth day of February at 1<sup>st</sup> Spring  
field part of 5<sup>th</sup> Sum of Two Thousand & Three Hundred Pounds & also  
that the said Proprietors did pay & the said Mark did receive of them  
the residue of said Sum of Two Thousand & Three Hundred Pounds  
lawful Money at Springfield aforesaid on the first day of November  
in the year of our Lord 1793 according to the Term & effect of the  
said Agreement Nevertheless the 5<sup>th</sup> Elisha notwithstanding his 5<sup>th</sup> Prom-  
ise and assumption made in form aforesaid but contriving &  
fraudulently intending craftily and subtilly to deceive the said  
Proprietors in their respect did not a good Workmanlike manner  
and according to his best skill and art well & substantially and  
build and complete a Dam on the Place mentioned in his agree-  
ment aforesaid & that the Dam erected there by said Elisha was  
not constructed of good sound Timbers on an average Eighteen  
Inches in diameter & that all the spars between the Timbers of  
said Dam were not filled with solid firm Stone nor with any  
& that there were not Three Hundred & Eighty Iron Bolts or  
Bars two Inches in diameter & two feet & two Inches in length  
or so many as two of such bolts or bars to every rod of the  
Dam Built by said Elisha passed thro' the Timbers thereof in-  
serted into the Rock on which said Dam stood according to his  
said Agreement & that the 5<sup>th</sup> Elisha did not cover the 5<sup>th</sup> Dam  
with Stone & gravel to half the height thereof & in such quan-  
tity as was sufficient to secure the same from being raised &  
impured by the rise of the waters of said River & that the said  
Elisha did not once before the first day of November next after the  
fifteenth day of February aforesaid so far complete the 5<sup>th</sup> Dam that  
Boats & other boats might safely pass up and down the said  
River above the 5<sup>th</sup> Dam nor did he at any time finish & com-  
plete the said Dam according to the form & effect of his said  
Agreement & that the Dam built by 5<sup>th</sup> Mark did not nor has  
continued & remained in a firm and sound state during the  
term of five years from the time at which the said Mark pre-  
tended to have completed the same & has long since failed  
of answering the purposes for which the same was built but  
that the Dam built by 5<sup>th</sup> Elisha afterwards to wit on the 20<sup>th</sup>  
Day of March in the year of our Lord 1794 by means of the said  
being built constructed and completed according to the form  
and effect of said Agreement was by the Waters & Ice of 5<sup>th</sup> River  
raised in June & in the same flood the said Dam was destroyed and

carried away and that the said Proprietors of a said Springfield on  
the 21<sup>st</sup> Day of April in the year of our Lord 1794 did elect that the  
Mack should repair & rebuild said Dam in the same Place where the  
former one stood of which the said Mack then & there had notice but  
that the said Mack then & there declined & refused to furnish Materi-  
als and to repair & rebuild the same except so far as to assist the  
Proprietors in repairing it by his own personal Labour by means  
of which the said Proprietors were necessitated to repair & rebuild  
the same at great expence to wit the sum of Twelve Hundred  
Pounds Lawful Money To the Damage of the said Proprietors  
Three Thousand Pounds The Pls appear & the Deft the 3<sup>rd</sup> Time  
called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said Proprietors  
do recover against the said Mack Nine Hundred & Sixty Pounds  
Lawful Money & Costs of Suit taxed at £ 1. 9. 7 & there of &c

Exec on 5<sup>th</sup> June 1795

William Smith of Palmer in the County of Hampshire Yeoman Smith vs  
Pls vs Asa Sprague of said Palmer Husbandman Deft In a Sprague  
Place of the Case for that whereas the said Asa at d Palmer on the 27<sup>th</sup> May 32 1795  
Day of Jan<sup>y</sup> Instant by his promissory Note under his hand of  
that date for value rec<sup>d</sup> promised the said William to pay him  
or his Order the sum of Thirty Eight pounds Lawful Money and  
and with Interest till paid yet the said Asa the often requested  
hath not paid the contents of said note but neglected it To the Damage  
of the said William Fifty Pounds The Pls appears & the Deft  
the 3<sup>rd</sup> Time called to come into Court makes Default of appear-  
ance here Wherefore it is considered by the Court that the said Wm  
do recover ag<sup>t</sup> the said Asa Thirty eight pounds fourteen shillings  
and four pence of Lawful Money Damages & Costs of Suit taxed at  
£ 1. 10. 5 & there of &c

Exec on 25<sup>th</sup> May 1795

Joseph Browning of said Brimfield Esq<sup>r</sup> Pls vs Nathaniel Danielson Browning vs  
of said Brimfield in the County of Hampshire Esq<sup>r</sup> & Thomas Under Danielson vs  
son of Munson in the said County Physician Deft In a Place The May 33 1795  
Case for that whereas the said Nathaniel and Thomas at d Brim-  
field on the 25<sup>th</sup> Day of Nov<sup>r</sup> in the year of our Lord 1793 by the  
promissory Note of hand by them subscribed of that date for value  
received promised the said Joseph to pay him or Order the sum of Eight

Pounds eleven shillings & eight pence in three Months from  
the date of said Note yet the said Nathaniel & Thomas have not nor  
hath either of them paid the contents of said Note but neglect it  
to the Damage of the said Joseph sixteen Pounds. The Pl<sup>y</sup> appears  
& the Def<sup>t</sup> the three times called to come into Court make Default  
of appearance here. Wherefore it is considered by the Court  
that the said Joseph do recover against the said Nathaniel & Thomas  
Nine Pounds four shillings & six pence of Lawful Money Damages  
& Costs of Suit taxed at £1.16.1 & there of  
Exec<sup>o</sup> in p<sup>o</sup> May 25 1794

Gale vs  
Foster  
May 36 1795  
John Gale of Bedford in the County of Ireland and State of Connecticut  
Husbandman Pl<sup>y</sup> vs Daniel Foster of South Brimfield in the  
County of Hampshire Husbandman Def<sup>t</sup> In a Plea of the Case  
for that whereas the said Daniel at said South Brimfield on the 23<sup>d</sup>  
day of June last past by his promissory Note of hand by him sub-  
scribed of that date for value rec<sup>d</sup> promised the said John to pay mean-  
ing to deliver him or Order Eight Thousand & one Half thousand  
of good white pine shingles of the value of Seven pounds Lawful  
Money to be delivered at Sicut Firk & House in Brimfield  
by the last day of Feb<sup>y</sup> next after the date of said Note with In-  
terest y<sup>t</sup> the said Daniel the often requested hath not paid  
the Contents of said Note according to the Tenour thereof altho'  
the said John hath always been ready at said Firk & House to  
receive the same but neglected it to the Damage of the said John  
twelve Pounds. The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times  
called to come in to Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Gale do recover  
against the said Foster Six pounds five shillings & four pence of  
Lawful Money Damages & Costs of Suit taxed at £1.10.11 & there of  
Exec<sup>o</sup> in p<sup>o</sup> May 25 1795

W. Master vs  
Ferry  
May 37 1795  
John W. Master of Salmer in the County of Hampshire Husbandman  
Pl<sup>y</sup> vs Daniel Ferry of Granby in the County of Hampshire Hus-  
bandman Def<sup>t</sup> In a Plea of the Case for that whereas the said Daniel  
at said Salmer on the 11<sup>th</sup> day of July in the Year of our Lord one  
Thousand Seven Hundred & ninety three by his promissory Note  
of Hand by him subscribed of that date for value rec<sup>d</sup> promised the  
said John to pay him or Order the sum of Ten Pounds fifteen shillings

in demand with Interest till paid yet the said Daniel the often requested  
hath not paid the contents of said Note but neglects it To the Damage of  
the said John Tenter Pounds The Pl appears & the Deft the three  
times called to come into Court make Default of appearance here  
Wherefore it is considered by the Court that the sd Mr. Muter do  
recover against the sd Daniel Tenney Eight Pounds & four pence  
of Lawful Money Damages & Costs of Suit taxed at £1.19.7 &  
Hence &c

Excon. 15 May 25 1795

Solomon Sibley of Blanford in the County of Hampshire Blacksmith  
Plff. The Inhabitants of the Town of Blanford aforesaid Defts. in a  
Case of Trespas in the Case for that whereas the said Inhabitants of  
said Blanford on the Thursday day of September last past in consider  
ation that the said Solomon had there before that time done and performed  
for them divers works, Labours & services at their special Instance  
request in and about the Building & erecting a certain bridge  
and had at their like special Instance & request transported and provid  
ed divers necessary Materials in and about the building & erec  
ting of Bridge assumed on themselves & then & there forth fully prom  
ised the said Solomon to pay him for the same work Labour & services  
so as aforesaid done and performed & for the same materials so as  
aforesaid found and provided so much money on Demand as  
he therefor reasonably deserved to have & the sd Solomon in fact  
says that he therefor reasonably deserved to have the sum of  
Nineteen Pounds eight Shillings of Lawful Money whereof the sd  
Inhabitants there immediately after wards to wit on the same  
Day had due Notice - yet the said Inhabitants the often thereto  
requested have never performed their said promise but he thereto  
have & still do neglect and refuse to do it To the Damage of the  
said Solomon Thirty Pounds - The Pl appears & the Deft the  
three times called to come into Court make Default of ap  
pearance here wherefore it is considered by the Court that the  
said Solomon do recover against the said Inhabitants Nineteen  
Pounds & eight Shillings of Lawful Money Damages &  
Costs of Suit taxed at £1.11.4 & Hence &c

Excon. 15 May 26 1795

Plbte 1.1

Blanford

May 40 1795

Bennett vs  
Wells  
May 1st 1795

Benjamin Bennett of Northampton in the County of Hampshire  
Gentleman vs Mr Messells of Hatfield in County <sup>Sailer</sup> Dept<sup>r</sup> In a  
Plea of Trespass on the Case for that whereas the said Messells on the  
twenty fifth Day of May in the Year of our Lord 1794 took at  
Northampton a promissory Note in writing under  
his hand of that date for value received promised to pay the said  
Benjamin Bennett or Order the Sum of £. 12. & Lawful Money  
in Demand with Interest till paid. Yet the said Messells Wells  
thereafter thereto requested hath never paid the contents of  
Note but unjustly neglects & refuses to do so. To the Damage  
of the said Benj<sup>n</sup> Seven Shillings. The Pl<sup>y</sup> appears & the Def<sup>t</sup> the  
Mr Messells called to come into Court makes Default of  
appearance here. Wherefore it is considered by the Court  
that the said Benj<sup>n</sup> do recover against the said Messells Five Pounds  
Eight Shillings & three pence of Lawful Money Damages & Costs  
of Suit taxed at £. 0. 19. 5 & there of  
Exec<sup>d</sup> in May 25 1795

Shppard & Clark  
May 1st 1795

William Shppard of West Hill in the County of Hampshire  
Esq<sup>r</sup> vs David Shppard of Chichester in County of Sussex  
Clark of Northampton in County of Northampton Dept<sup>r</sup> In a Plea  
of Trespass on the Case for that the said Shppard at West Hill upon  
the twenty fifth day of March in the Year of our Lord 1793  
by his Note in writing under his hand of that date for value  
received promised the Pl<sup>y</sup> to pay them. Order the Sum of Four  
Pounds & two pence half penny Money meaning Lawful  
Money in Demand with Interest till paid. Yet the said Shppard  
thereafter requested hath never paid the contents of Note  
but unjustly neglects it & the Damage of the said William  
Shppard twelve Pounds. The Pl<sup>y</sup> appears & the Def<sup>t</sup> the  
Mr Shppard called to come into Court makes Default of  
appearance here. Wherefore it is considered by the Court that  
the said William Shppard do recover against the said David  
Shppard Four Pounds & Eight Shillings & Lawful Money Damages  
and Costs of Suit taxed at £. 1. 7. 7 2 there of  
Exec<sup>d</sup> in May 25 1795

136  
Anna Nelson Widow and Ebenezer Howard Gentlemen both of Orange  
in the County of Hampshire Administrators in the Estate of Stephen  
Nelson 2d Adm  
Action Cato of said Orange Gentlemen deceased Sps vs Samuel Rob. Robinson  
in sen of Rutland in said County of Worcester Cordwainer Deft  
May 47 1795  
In a Plea of the Case for that whereas on the 22<sup>o</sup> Day of January  
in the year of our Lord 1793 at Rutland viz at Northampton prison  
one John Hunt by his attorney and proxy of the said John Hunt  
scribed of that date for value recd promised the said Samuel to pay him  
or his order twenty eight pounds he shillings two pence and nine  
pence six farthings and three ad cash pence delivered at the dwelling  
house of the said Samuel in Rutland of which on or before the first day  
of October then next ensuing the date of said Note and thereafter on  
the first day of August in the same year the said Samuel by his  
endorsement &c or in writing on the back of said Note by him  
subscribed order and directed the contents of the same Note then  
due except the sum of six pounds which he the said Samuel had  
recd of Hunt & receipted therefor on the back of said Note to be paid  
to the said Stephen Nelson then a true for value recd of him & the  
said Stephen thereafter on the first day of October in the same year  
presented said Note with said endorsement &c or thereon to the  
said Hunt & requested him to pay the same agreeable to said Order  
but he said Hunt then & there utterly refused to do it & of which  
said Samuel there immediately after had due notice & by reason  
of breach chargeable to pay the sum due on said Note to the  
said Stephen & Howard then in co-junction or provided the said Stephen  
then alive to pay him the same accordingly - Yet said Samuel  
tho' often requested has never paid said sum to the said Stephen in his  
life time or to said Adm<sup>r</sup> since his death but requires it to be  
Damages of the said Anna & Ebenezer in their said Capacity Sols  
Juries - The Pipe appears & the Def<sup>t</sup> tho' since some bills  
came into Court made Default of appearance when - Wherefore

Anna Nelson Widow & Ebenezer Howard Gentlemen both of  
Orange in the County of Hampshire Adm<sup>r</sup> in the Estate of  
Stephen Nelson late of said Orange decd Sps vs Martin Thomas  
of Worcester in said County of Worcester man Deft  
May 49 1795  
In a Plea  
of the Case for that whereas the said Martin Thomas

The Ninth Day of December in the Year of our Lord 1792 by his Note  
of that date for value received promised the said Stephen there live  
to pay him or his order the Sum of ten Pounds three Shillings  
& six pence lawful Money on Demand with Interest till  
paid Yet said Martin the often requested has never paid  
the same but neglects it & so the Damage of the said Anne  
and Clement in their Capacity twenty Pounds & the  
Expenses and the Costs the three times called to come in  
to Court makes Defect of appearance here, Wherefore

Cutler vs  
Maxwell  
May 20 1795

Benjn Clark Cutler of Boston in the County of Hampshire  
Suffolk <sup>merchant</sup> vs Hugh Maxwell of Heath in the County of Hampshire  
Capt in a Note of Exchange the ten for that the said Hugh at  
Northampton a town in the fifth day of September Anno  
1794 by his Note under his hand of that date for value received  
promised one John Sprague to pay him or his order Sixty Pounds  
Lawful Money in six Months from the date thereof with Interest  
till paid & the Return being thereon on the same Day by his  
indorsement on the same Note under his hand for value received  
Ordered the contents thereof thereunto unpaid to be paid to  
the Payee all which said Hugh there after was on the same  
Day paid due Notice & thereby became liable to pay the Payee the  
same Sum of money according to the Tenor of the Note aforesaid  
& there being so liable in consideration thereof promised  
the Payee to pay him the same Sum according to the Tenor of the  
Note aforesaid Yet the said Hugh the often requested there to have  
never paid same & neglects it & so the Damage of the said Ben  
in Capacity for Pounds & the Expenses & the Costs the three  
times called to come in to Court makes Defect of appearance  
here, Wherefore it is ordered by the Court that the said  
Hugh be and do answer against the said Hugh

137  
Herman Pomeroy of Northampton in the County of Hampshire Trades  
Man & Isaac Hallibut Merchant & Isaac Herrick Yeoman in both of North  
ampton in the County aforesaid Deft<sup>s</sup> In a Plea of Trover in the Case for  
that the said Hallibut & Isaac at Northampton Northampton in the  
thirty first day of March in the year of our Lord seventeenth hundred and  
thirty four by their Note in writing under their Hands of that date  
promised jointly and severally to pay the P<sup>r</sup>omiser to pay  
him (x) Under the Sum of one Hundred and Six Pounds Seven Shillings  
and eight pence Lawful Money to be paid by the first day of February  
then next with Interest until paid yet the said Hallibut and Isaac  
though often thereto requested have never either of them paid the  
Content of said Note but neglected it To the Damage of the said  
Herman Pomeroy one hundred & thirty Pounds. The P<sup>r</sup> appears  
by John Taylor Esq<sup>r</sup> his C<sup>l</sup>ky and the Deft<sup>s</sup> the three  
times called to come into Court make Default of appearance  
here. Wherefore it is ordered by the Court that the said  
Herman do recover against the said Hallibut & Isaac namely  
one Pound seven Shillings & four pence Lawful Money  
Damages & Costs of Suit taxed at £1.3.4. After all which  
the said Hallibut & Isaac appear by Jonathan Woodbridge  
their C<sup>l</sup>ky and appeal from the Judgment of this Court to the  
Supreme Judicial Court sent to be holden at Northamp  
ton on the fourth Sunday of Sept<sup>r</sup> next & he recognises  
with Sureties as the Law directs for the said Hallibut & Isaac's  
prosecuting the same with effect &c as by said Recognizance  
op file does appear

Shing 111  
Herrick  
May 6<sup>th</sup> 1795  
Apollon Shing of Chertsey in the County of Hampshire  
Gentleman P<sup>r</sup> vs John House of Chertsey Gentleman  
Deft<sup>s</sup> In a Plea of the Case for this that whereas the said John  
at Chertsey on the Tenth Day of March last past by  
his promissory Note of hand of that date promised  
the P<sup>r</sup> to pay him the Sum of Five Pounds eight Shillings &  
six pence Lawful Money on Demand with Interest till paid  
yet the said John at the often requested has never performed his  
said promise but refused to do it To the Damage of the said  
Apollon Five Pounds The P<sup>r</sup> appears and the Deft<sup>s</sup> the three

times called to come into Court make Default of appearance  
here Wherefore it is considered by the Court that the said Apellor  
do recover against the said John Five Pounds Nine Shillings &  
Nine pence of Lawful Money Damages and Costs suit taxed at  
£1. 5. 1 & thereof £1. 5. 1 & thereof £1. 5. 1  
Exceus of June 20th 1795

Cotton 04  
Smith  
May 71 1795

James Cotton of Le in the County of Berkshire Gentleman.  
Vs Isaac Smith of Lepton in the County of Hampshire Junr  
Deftr. In a Plea of the Case for this that whereas the said Isaac  
at Northampton aforesaid on the eleventh day of May in  
the year of our Lord 1792 by his promisory Note of Hand of that  
Date for value did promise the Dy to pay him the Sum of eleven  
Pounds fifteen Shillings and three pence of Lawful Money Demand  
or Demand with Interest till paid Yet the said Isaac  
altho often requested has never performed his said promise  
but refuses to do it To the Damage of the said James twenty  
Pounds The Dy appears & the Dyett the three times called to  
come into Court make Default of appearance here  
Wherefore it is considered by the Court that the said James do  
recover against the said Isaac Thirteen Pounds seven shillings  
Shillings & eleven pence of Lawful Money Damages & Costs  
of suit taxed at £1. 15. 7 & thereof £1. 15. 7  
Exceus of June 20th 1795

Brewster vs  
Rude  
May 72 1795

Viol Brewster of Newbury in the County of Hampshire Junr  
Vs John Rude of Newbury in the County of Hampshire Junr  
In a Plea of the Case for this that whereas the said John at  
Newbury aforesaid on the 25th day of Sept last past by his  
promisory Note of Hand of that Date for value did promise  
the Dy to pay him the Sum of Five Pounds of good and  
Lawful money of the pachtments by the first Day of February  
next with Interest till paid Yet the said John altho  
often requested & altho the Sum of payment has long since  
been paid has never paid the same Sum but refuses to do it  
To the Damage of the said Viol Ten Pounds The Dy appears  
& the Dyett the three times called to come into Court make  
Default of appearance here Wherefore it is considered by the  
Court that the said Viol do recover against the said John Five  
Pounds of good and Lawful money & Costs of suit taxed at £1. 5. 2 & thereof £1. 5. 2  
Exceus of June 20th 1795

Ebenezer Sull of & living in the County of Hampshire by  
 My 12 Menables Terrick of Wetherington in County Shropshire  
 Deft In a Plea of the Case for this that whereas the said Barnabas  
 of Wetherington appeared on the thirteenth day of May last past by  
 his promissory note of hand of that date for value received  
 Benjamin Lathrop to pay him or his Order Thirty three Pounds  
 Lawful Money by the first day of January then next with Interest  
 and whereas afterwards to wit on the same Day in part of the same  
 sum being then paid the said Benjamin by his endorsement on the  
 same Note with his own hand subscribed ordered the Contents  
 of said Note to be paid to the Pl<sup>y</sup> according to the tenor thereof and  
 by means of the Premises and by force of the Law the said Barna-  
 bas became liable to pay the Contents of said of the Note as per  
 to the Pl<sup>y</sup> according to the tenor thereof & being so liable the said Bar-  
 nabas then & there in consideration of thing of himself  
 & promised the Pl<sup>y</sup> to pay him the Contents of said of the Note as per  
 according to the tenor thereof of all which the said Barnabas  
 had due notice yet the said Barnabas at this often requested has  
 never performed his said promise but refuses to do it. To the  
 Damage of the said Ebenezer Fifty Pounds. The Pl<sup>y</sup> appears  
 by Jonathan Woodbridge Gent<sup>l</sup> his Atty & the Deft the three  
 times publicly called to come into Court make Default of  
 appearance. Wherefore it is considered by the Court that  
 the s<sup>d</sup> Ebenezer do recover ag<sup>t</sup> the s<sup>d</sup> Terrick Thirty five  
 Pounds & four pence of L<sup>aw</sup> Damages & costs of suit taxed  
 at 21.7.9 - after all which the s<sup>d</sup> Terrick appears by  
 Ephraim Williams Esq<sup>r</sup> his Atty & then and appears from  
 the Judge of this Court to the Supreme Judicial Court to be  
 holden at Wetherington on the fourth Sunday of Sept next  
 and he recognises with Sureties in the Law the s<sup>d</sup> for said  
 Terricks prosecuting the same with effect as by said Pr<sup>oc</sup>  
 nunc in file does appear &c.

130  
 Sull vs  
 Terrick  
 May 73 1798

Spencer Whiting of the City and County of Hartford State of  
 Connecticut Merchant Pl<sup>y</sup> vs Luke Barney of Chesterfield  
 in the County of Hampshire Deft In a Plea of the Case for  
 this that whereas the said Luke at Northampton appeared

Whiting vs  
 Barney  
 May 76 1798

on the twelfth Day of March last past by his promisory  
Note of Hand of that date for value not promised the D<sup>y</sup> to  
pay him the Sum of twenty eight pounds Nineteen Shillings  
Lawful Money in Demand with Interest till paid yet the  
said Luke although requested has never performed his said  
promise but neglects & refuses to do it To the Damage of  
the said Sum of Fifty Pounds. The D<sup>y</sup> appears by Matthew  
Wedderburn Esq<sup>r</sup> his Atty & the D<sup>y</sup> of the Court called to  
come into Court makes default of appearance here. Wherefore  
it is considered by the Court that the D<sup>y</sup> Sumner do recover  
against the said Luke twenty nine Pounds five Shillings  
and Nine pence of Lawful Money Damages & Costs of Suit  
taxed at £1.10.5 After all which the D<sup>y</sup> Sumner Luke in his  
own person comes into Court & appeals from the Indict<sup>n</sup> of this  
Court to the Supreme Judicial Court to be holden at North  
ampton on the last fourth Sunday of Sept<sup>r</sup> next & he Re  
cognizes with Sureties as the Law directs for said his prosecuting  
the same with effect as by D<sup>y</sup> Recognizance on file does  
appear.

Holton vs  
Holton,

May 19 1795

Tithe Holton of W<sup>th</sup>ington in the County of Hampshire  
Plaintiff. Vers<sup>us</sup> Samuel Holton of W<sup>th</sup>ington of said County  
Def<sup>t</sup>. After default of the said Samuel Holton of W<sup>th</sup>ington  
Master Def<sup>t</sup>. on the 10th Day of November  
last past by his promisory Note of Hand of that date for value  
not promised the D<sup>y</sup> to pay her twenty one Pounds one Shil  
ling and six pence Lawful Money in Demand with  
Interest till paid & yet the said Samuel Holton although requested  
has never performed his said promise but neglects to do it  
To the Damage of this said Tithe thirty Pounds. The D<sup>y</sup> ap  
pears by Matthew Wedderburn Esq<sup>r</sup> his Atty & the D<sup>y</sup> of the  
Court called to come into Court makes default of appearance  
here. Wherefore it is considered by the Court that the said Tithe  
do recover against the D<sup>y</sup> Sumner & County six Pounds fifteen Shil  
lings & the sum of Lawful Money Damages & Costs of Suit  
taxed at £1.10.5 After all which the D<sup>y</sup> Sumner appears

in Court by Solomon Stoddard Jun<sup>r</sup> Gent<sup>l</sup> his Atty<sup>l</sup> Appeals from the  
Judge of this Court to the Supreme Judicial Court to be holden at  
Northampton on the fourth Sunday of September. He recognizes  
with Sentinor the Law Deuts for said Samuel prosecuting the  
same with effect. See as by said Recognizance on file do's appear.

139

Abel Goodell of Monro in the County of Hampshire Esq<sup>r</sup>. Vs William  
Shaw of Palmer in County of Yarmouth Defts In a Plea of the Case for  
that S<sup>d</sup> William at said Monro on the 2<sup>th</sup> Day of August in the  
Year of our Lord 1793 by his promissory Note under his hand of that  
date for value recd promised the Pl<sup>t</sup> to pay him or Order the Sum of the due  
Pounds ten shillings Lawful Money of Demand with Lawful Interest  
for the same till paid yet said William tho<sup>t</sup> often thereto requested  
hath never paid the same sum or any part thereof but unjust  
ly neglected & refused to do it. & the Damage of the said Abel  
twenty Pounds. The Pl<sup>t</sup> appears & the Def<sup>t</sup> tho<sup>t</sup> three times  
called to come into Court makes no appearance here  
Whereupon it is considered by the Court that the Debt do's  
over against the S<sup>d</sup> William Thirteen Pounds sixteen shillings  
and three pence of Lawful M<sup>y</sup> Damages & Costs of suit taxed  
at £1.11.11 & thereof &c Ex<sup>am</sup> up May 24 1795

Goodell vs  
Shaw  
Aug 20 1795

Robert Brown of the City County and State of New York Merchant  
Vs Isaac Chapin of Woburn in the County of Hampshire  
Defts In a Plea of Debt for that whereas S<sup>d</sup> Isaac at S<sup>d</sup> New York  
to wit at Northampton aforesaid by his certain Writing Obligato  
tory or bond dated the fifteenth Day of May in the Year of our  
Lord 1793 by him well executed under his hand & seal bound  
himself & by the same writing Obligatory promised the Pl<sup>t</sup> to  
pay him for value recd the Sum of One hundred & Ninety  
Pounds sixteen shillings & five pence Lawful Money of the said  
State of New York being Eighty nine Pounds & ten shillings  
& four pence Lawful M<sup>y</sup> of the Commonwealth of New York within six  
Months next after S<sup>d</sup> Date with Lawful Interest of S<sup>d</sup> State of New  
York which said Lawful Interest is seven per centum per annum  
for the same until paid yet said Isaac tho<sup>t</sup> often thereto request  
hath never paid the Pl<sup>t</sup> the same sum or any part thereof but

Brown vs  
Chapin  
May 12 1795

unjustly neglect it to the Damage of the said Robert One Hundred  
 & fifteen Pounds The Defendant the Defendant three times called  
 to come into Court make default appearance here. Wherefore  
 it is considered by the Court that the said Robert do recover ag<sup>t</sup>  
 the said Aaron Ninety eight Pounds sixteen Shillings & two pence  
 of Lawful Money Damages & Costs of suit taxed at £1.11.7 &  
 thereof £7

Ex con. 2<sup>d</sup> May 26 1795

Colledge vs  
 Eastbrook  
 May 9<sup>th</sup> 1795

Joseph Colledge of Boston in the County of Suffolk Merchant  
 vs Aaron Eastbrook of Montague in the County of Hamp  
 shire Trader Def<sup>t</sup> In a Plea of Trespass on the Case for that  
 the said Aaron at Boston do wil at Northampton afores<sup>d</sup>  
 on the ninth Day of February in the Year of our Lord 1793  
 by his Note of hand of that date for value received promised  
 the said Joseph to pay him One hundred & Ninety  
 one Pounds 2<sup>d</sup> meaning two Shillings & 1<sup>st</sup> meaning  
 Lawful Money on Demand with Interest till paid Yet the  
 said Aaron there after requested hath not paid the said Jo  
 seph the contents of the said Note nor any part thereof but my  
 Letter refuses to do it To the Damage of the said Joseph  
 Three Hundred Pounds The Defendant the Defendant three  
 times called to come into Court make default of appear  
 ance here. Wherefore it is Considered by the Court that the  
 said Joseph do recover against the said Aaron two hundred &  
 Thirty one Pounds ten Shillings & eleven pence of Lawful  
 Money Damages & Costs of suit taxed at £2.12.3 & thereof 8<sup>d</sup>

Ex con. 2<sup>d</sup> June 6<sup>th</sup> 1795

Baylones  
 vs  
 May 16 1795

William Baylones of Williamsburgh in the County of Hampshire  
 vs Aaron Baylones of Williamsburgh afores<sup>d</sup> Com  
 mon Def<sup>t</sup> In a Plea of Trespass on the Case for that the said  
 Aaron at Williamsburgh on the fifth Day of June last past  
 by his Note of hand of that date promised the said Bay  
 lones to pay him the sum of ten pounds of Lawful Money to be paid  
 by the first day of the next month to come to pay the said  
 sum of ten pounds on the first day of the next month to come  
 Yet the said Aaron there after requested hath not paid the said Bay  
 lones any part thereof

but neglects & refuses to do it To the Damage of the said Cotton twenty  
five Pounds The Pl<sup>y</sup> appears by Samuel Sturtevant Esq his atty & the  
Def<sup>t</sup> tho' three times called to come into Court makes no appearance  
where wherefore it is considered by the Court that the said  
Cotton do recover against the said Abrose Thayer twenty Pounds  
his lawfull Shillings & Nine pence of Lawfull Money Damages & costs  
at that time at L<sup>y</sup> 3-1 — after all which the said  
Ambrose appears in Court by John Sawyer Esq his atty & appeals  
to be heard before the Court on the fourth Tuesday of Sept<sup>r</sup> next  
from the Judgt of this Court to the Supreme Judicial Court & he re-  
cognizes with Sureties as the Law directs for P<sup>r</sup> Ambrose's prosecuting  
the same with effect as by said Recognizance on Feb<sup>y</sup> 8<sup>th</sup>  
does appear —

Pleg Spinner of Ganaan in the County of Columbia & State of  
New York Yeoman Pl<sup>y</sup> vs Eli Bryant of Chesterfield in the  
County of Hampshire Yeoman Def<sup>t</sup> In a Plea of Trespass on  
the Case for that the said Eli at said Chesterfield on the twenty  
Ninth Day of January last past by his Note of Hand of that date  
for value received promised the P<sup>r</sup> Pleg to pay him or Order the sum  
of One Hundred Dollars meaning Spanish Milled Dollars inde-  
mand with Interest & the P<sup>r</sup> Pleg avers that Spanish Milled Dollars  
are a Species of Silver Coin current in this Commonwealth  
of the value of six Shillings Lawfull Money each Yet the P<sup>r</sup> Eli tho'  
often requested hath not paid the P<sup>r</sup> the contents of said Note  
nor any way part thereof but neglects & refuses to do it  
The Pl<sup>y</sup> appears <sup>by Samuel Sturtevant Esq his atty</sup> & the Def<sup>t</sup> tho' three times called to come  
into Court makes Default of appearance here

Spencer vs  
Bryant  
May 29 1795

Billings vs  
Dickinson  
May 103 1795  
Silas Billings of Hatfield in the County of Hampshire Gent.  
vs Samuel Dickinson the Deft Hatfield appt. Juror per  
Deft. In a Plea of Treple in the Case for that the sum of £45.  
Hatfield on the 30th Day of Novem<sup>r</sup> in the year of our Lord 1793  
by his Note of Hand of that date for value received promised the D<sup>r</sup>  
Silas to pay him forty <sup>pounds</sup> two shillings & five pence of Lawful  
Money & covenanted with Interest till paid yet the said Samuel  
tho often requested hath not paid the D<sup>r</sup> the contents of said Note nor  
any part thereof but requires & requires to do it. To the Damage  
of the said Silas sixty Pounds. The D<sup>r</sup> appears & the Deft<sup>r</sup> the three  
times called to come into Court makes Default of appearance  
here. Wherefore it is considered by the Court that the D<sup>r</sup>  
Silas do recover against the said Samuel Forty Eight  
Pounds & five pence of Lawful Money Damages & costs of  
Suit taxed at £1.12.5 & thereof &  
Ex. Dec. 3<sup>o</sup> June 3 1795

Salisbury vs  
St. Hand  
May 104 1795  
Samuel Salisbury of Burton in the County of Suffolk Gent.  
vs John Salisbury of Worcester in the County of Worcester joint  
Deft. In a Plea of Treple in the Case for that the said Park at St. Burton to wit at Northamp  
ton aforesaid on the twenty fourth Day of December in the Year  
of our Lord One thousand seven hundred & Ninety two by his  
Note of Hand of that Date for value received promised the D<sup>r</sup>  
Samuel & Stephen to pay to them or either the sum of eighty  
three Pounds Nineteen Shillings & five pence of Lawful  
Money & six shillings & eight pence of Covenanted Interest  
with Lawful Interest in like manner yet the said Park  
tho often requested hath not paid the D<sup>r</sup> the contents of  
said Note nor any part thereof but requires & requires to do it  
To the Damage of the said Samuel & Stephen One Hundred  
Pounds. The D<sup>r</sup> appears by Samuel & Stephen by their  
Att<sup>r</sup> the Deft<sup>r</sup> the three times called to come into Court  
makes Default of appearance here. Wherefore it is con  
sidered by the Court that the said Samuel & Stephen do

1211  
recover against the s<sup>d</sup> Park Ninety five Pounds fifteen Shillings and  
Eight pence of Lawful Money Damages & Costs of Suit taxed at £4.9.11  
after all which the said Park appears in Court by John Taylor Esq<sup>r</sup>  
his Atty and appeals from the Judg<sup>t</sup> of this Court to the Supreme  
Judicial Court to be holden at Northampton on the fourth Tuesday  
of September and he Recognizes with Sureties as the Law directs  
for said Park's prosecuting the same with effect as us by s<sup>d</sup> the  
recognizance on File does appear

Solomon Phelps of Westfield in the County of Hampshire Merchant Phelps vs  
My vs Harmy Davis of Suffield in the County of Berkshire Yeoman Davis  
Defts In a Plea of Trespas on the Case for that the said Davis at May 10<sup>th</sup> 1795  
Westfield on the 27<sup>th</sup> Day of Feb<sup>r</sup> in the Year of our Lord One  
Thousand Seven Hundred & Ninety four by his Note in writing  
under his hand of that date for value rec<sup>d</sup> promised the Plt to pay  
him or Order the Sum of twenty Pounds Lawful Money on Demand  
with Interest for the same until paid yet the said Davis tho'  
often requested hath never paid the Contents of said Note or any  
part thereof but unjustly neglected it To the Damage of the  
said Solomon Phelps Thirty Pounds The Plt appears & the  
Deft has three Times called to come into Court makes  
Default of appearance where Wherefore it is considered by the  
Court that the said Solomon do recover against the said  
Harmy twenty one Pounds ten Shillings of Lawful Money  
& Costs of Suit taxed at £1.13.9 & thereof &c.  
Exon ip Sum 2<sup>d</sup> 1795

Warham Parks of Westfield in the County of Hampshire Esq<sup>r</sup> Parks vs  
vs Elephat Chamberlain of Dalton in said the County of York Chamberlain  
Shire Gentleman Defts In a Plea of Trespas on the Case for May 10<sup>th</sup> 1795  
that the said Elephat at s<sup>d</sup> Westfield on the 27<sup>th</sup> Day of August  
in the Year of our Lord 1791 by his Note in writing under his  
hand of that date for value rec<sup>d</sup> promised the Plt to pay him or Or  
der Nine Pounds seven Shillings & seven pence Lawful  
Money on Demand with Interest for the same until paid  
yet the said Elephat tho' often requested hath never paid the  
Contents of said Note or any p<sup>t</sup> thereof but unjustly neglected

is To the Damage of the said Washam twenty Pounds. The P<sup>y</sup> appears & the Def<sup>t</sup> the three Times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Washam do recover ag<sup>t</sup> the s<sup>d</sup> Def<sup>t</sup> the sum of Twelve Pounds two Shillings & four pence of Lawful Money Damages & costs of suit taxed at £ 1. 10. 7 & thereupon

Ex<sup>ce</sup> in p<sup>re</sup> June 2<sup>d</sup> 1795

Wals vs  
Leonard  
May 11 1795

James Wals of Norwich in the County of Hampshire Trader P<sup>y</sup> vs David Leonard of Palmer in the County of Dorset Yeoman Def<sup>t</sup> In a Plea of Trespass on the Case for that the said David at s<sup>d</sup> Norwich on the 10<sup>th</sup> Day of December last past by his Note in writing under his Hand of that Date for value rec<sup>d</sup> promised the P<sup>y</sup> to pay him or his Order the sum of Eight Pounds Lawful Money in One Month from the date of said Note with Interest for the same untill p<sup>d</sup> Yet the said David tho<sup>o</sup> often requested hath never p<sup>d</sup> the Contents of said Note or any part thereof but unjustly neglects it To the Damage of the said James twenty Pounds. The P<sup>y</sup> appears & the Def<sup>t</sup> the three Times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said James do recover against the said David Eight Pounds four Shillings & four pence of Lawful Money Damages & Costs of Suit taxed at £ 1. 7. 1 & thereupon

Ex<sup>ce</sup> in p<sup>re</sup> June 2<sup>d</sup> 1795

Gillet vs  
Williams  
May 11 1795

Jerom Gillet of Wotton in the County of Hampshire Merchant P<sup>y</sup> vs David Williams Son of West Spring Hill in s<sup>d</sup> County Yeoman Def<sup>t</sup> In a Plea of Trespass on the Case for that the said David at said Wotton on the twentieth Day of February last past by his Note in writing under his Hand of that Date promised the P<sup>y</sup> to pay him or his Order the sum of One Pound four Shillings and eleven pence Lawful Money on Demand with Interest for the same untill. Also for that the said David at said Wotton on the first day of January last past by his other Note in writing under his Hand of that Date for value rec<sup>d</sup> promised the P<sup>y</sup> to pay him or his Order the sum of Nine Pounds twelve Shillings and three pence of Lawful Money on Demand with Interest for the same untill. Also for that the said David at said Wotton on the first day of August last past

by his other Note in writing under his hand of that date for value received of one Simon Jennings to pay him or Order the Sum of One Hundred Pound fourteen Shillings & Nine pence Lawful Money on Demand with Interest for the same until paid & afterwards to wit the said Simon by his endorsement in said Note ordered the content thereof to be paid to the P<sup>y</sup> for value received of which the said David had notice & thereby became chargeable to pay the contents of said Note to the P<sup>y</sup> according to the Tenor thereof & being so chargeable promised the P<sup>y</sup> so to do yet the said David tho' often requested hath never paid the contents of either of his Notes aforesaid or any part of either of them but unjustly neglects it To the Damage of the said ~~Baron~~ Aaron twenty Pounds The P<sup>y</sup> appears & the Def<sup>t</sup> has three Times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the said Aaron do recover against the said David Thirteen pound Three <sup>shillings & pence</sup> of Lawful Money Damages & Costs of Suit taxed at £1.6.9 & thereupon  
Exon 15<sup>th</sup> Sep. 24<sup>th</sup> 1795

John Frederick de Montmollin John Henry de Montmollin John de Montmollin  
Jaques Deluse James Berthoud Antoine Tomachon Charles Du  
Pasquin all of the City & County of Philadelphia in the State of <sup>2<sup>nd</sup> of</sup> <sup>Smith</sup>  
Pennsylvania all Merchants & Joint Traders in Trade under the <sup>May 10<sup>th</sup> 1795</sup>  
Firm of De Montmollin & Co. P<sup>ys</sup> vs Jeph Smith of Worthington  
in the County of Hampshire Trader Def<sup>t</sup> In a Plea of Trespass  
on the Case for that the said Jeph at said Worthington on the  
Eighteenth Day of June in the year of our Lord 1792 being justly  
indebted to the P<sup>ys</sup> in the Sum of Thirty four Pounds 13<sup>s</sup> of the cur  
rent Money of the State of New York for divers goods Wares & Mer  
chandise there before that time sold & delivered at the special In  
stance & request of the said Jeph & being so indebted in Consid  
eration thereof & promised upon himself & to the P<sup>ys</sup> then there  
faithfully promised to pay them the aforesaid Sum of Thirty four  
Pounds thirteen Shillings in said Worthington the aforesaid  
18<sup>th</sup> Day of June and the P<sup>ys</sup> aver that the aforesaid Sum of Thirty  
four pounds 13<sup>s</sup> is equal to three fourths of the same Sum in  
the Lawful Money of this State yet the said Jeph tho' often requested  
has never performed his said Promise any part thereof but even  
justly neglects it To the Damage of the P<sup>ys</sup> Fifty Pounds

The Pl<sup>y</sup> appear and the Def<sup>t</sup> tho' three times called to come  
into Court makes Default of appearance here Wherefore it is  
considered by the Court that the Pl<sup>y</sup> as aforesaid do recover against  
the said Def<sup>t</sup> twenty five Pounds 19/9 of Lawful Money Damages  
and Costs of Suit taxed at £ 1.7.9 & there of 2c

Given in p<sup>d</sup> June 2<sup>d</sup> 1795

Sexton vs  
Fowler & al  
May 11<sup>th</sup> 1795

Stephen Sexton of Southwick in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs Silas Fowler of Southwick aforesaid Gent<sup>l</sup> & Abner Fowler of  
late of Southwick Yeoman Def<sup>t</sup> In a Plea of Trespass on  
the Case for that the said Silas and Abner at said Southwick  
on the 20<sup>th</sup> Day of Feb<sup>y</sup> in the Year of our Lord 1794 One Thousand  
and seven hundred & seventy five by their Note in Writing  
under their hands of that date for value received promised the Pl<sup>y</sup> to pay  
him ten Pounds meaning Lawful Money worth of good cattle  
by the first day of December then next at the Common Market  
prior to be delivered at the said Silas' dwelling House in  
Southwick with Lawful Interest for the same until paid  
& the Pl<sup>y</sup> avers that he hath ever been ready to receive the same  
Cattle according to the Tenour of said Note yet the said Silas  
Abner tho' often requested have not either of them paid the  
Contents of said Note or any part thereof but unjustly refused  
it To the Damage of the said Stephen twenty Pounds -  
The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three times called to come into Court  
makes Default of appearance here Wherefore it is considered by the  
Court that the said Sexton do recover against the said Silas and  
Abner -

Cock vs  
Carnegie  
May 13<sup>th</sup> 1795

Sam<sup>l</sup> Cock of Ashpild in the County of Hampshire Tenant  
vs Thomas Carnegie of Whittingham in the County of Lin-  
coln and State of the most Gent<sup>l</sup> Def<sup>t</sup> In a Plea of the Case  
for that the said Thomas at Ashpild in the County of Hampshire  
on the 20<sup>th</sup> Day of January in the Year of our Lord 1794  
by his Note under his hand of that date for value received promised  
the Pl<sup>y</sup> to pay meaning to deliver him Three Hundred eleven  
Shillings & 10 meaning Lawful Money worth of Wheat or Rye  
or any other grain for the use meaning the date of said Note

143  
to be delivered at Landlord Hoith dwelling House in Dursfield meaning  
at the dwelling House of David Hoith in Dursfield in the County a  
foreaid with Interest which Time has elapsed and the Plavers  
that he was always ready at the Time & Place viz at Dursfield aforesaid  
to receive the said Wheat or Rye or either of them according to the  
Tenor of said Note yet the said Andrew tho often requested has never  
delivered said Wheat or Rye or either of them nor paid the same  
Sum and Interest in money but neglects it To the Damage of the  
said Levi eight Pounds The Pl appears & the Deft the three  
times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said Levi  
do recover against the said Andrew Four Pounds fifteen shillings  
of lawful money Damages and Costs of Suit taxed at L. 9. 7  
s. 11. of L. 10.  
Ex. in. 10<sup>th</sup> May 20<sup>th</sup> 1795

Asa Todd of Whately in the County of Hampshire Clerk Pl for Todd vs  
The Inhabitants of the Town of Goschen in D County Defts In re Inhab Goschen  
Plea of the Car ~~for that~~ &c as set forth in the Declaration on file &  
and neither party appearing this case is dismissed  
May 13<sup>th</sup> 1795

Thomas White of Ashfield in the County of Hampshire Blacksmith White vs  
Pl vs Isaac Washburn of Hadley in the County aforesaid Miller Washburn  
Defts In re a Plea of the case for that the said Isaac at Ashfield aforesaid  
on the 19<sup>th</sup> Day of August in the Year of our Lord 1793 by his  
Note under his hand of that date for Value received promised  
the Pl to pay him or Order three Pounds & Six pence lawful Money  
and the Interest on Demand And also for that the said Isaac  
thereafterwards viz on the twenty fourth Day of June last  
past by his other Note under his hand of that date by him  
subscribed for value received promised the Pl to pay or Order  
five Pounds Ten shillings and one penny & meaning  
lawful Money on Demand without meaning with Interest  
yet the said Isaac tho often requested the same Sum & Interest  
has not paid or either of them but neglects it To the Damage  
of the said Thomas twenty Pounds The Pl appears & the  
Defts the three Times called to come into Court makes Default

of appearance here - Wherefore it is considered by the Court  
that the said Thomas do recover against the said Isaac Nine  
Pounds two shillings & two pence of Lawful Money Damages  
and Costs of Suit taxed at £1.7.11 & thereof  
I agree that Judgt be entered up in { Exempt May 20th 1795  
this Cause for Four Pounds four shillings  
Dam' out. Elijah Painable

Ranney vs  
Bement  
May 11th 1795

Samuel Ranney of Ashfield in the County of Hampshire Yeoman  
Plf vs Severance Bement of Ashfield aforesaid Cordwainer Deft  
In a Plea of the Case for that the said Severance at Ashfield aforesaid  
on the 15th day of April current drew his certain Order or Memo-  
randum in writing of that date by him subscribed directed to  
the said Samuel by the name and Addition of Mr Ranna desiring  
and requesting him meaning for value recd to pay one John  
Belding by the name & Addition of Mr Belding four Dollars  
on Demand which four Dollars is equal in Value to one Pound  
four shillings of Lawful Money for the Benefit & on the behalf  
of the said Severance and whereupon the said Samuel there-  
afterwards on the Day of the purchase of this Writ upon the same  
Order being presented him paid the same Sum to the said  
John & there afterwards on the last mentioned Day gave the  
said Severance notice thereof and requested him to pay the  
said Samuel the same Sum again & the said Severance there-  
upon became liable to pay him the said Samuel the same Sum  
on Demand & then & there promised to pay the said Samuel  
accordingly - And also for that the said Severance there afterwards  
namely at Ashfield aforesaid on the Day of the purchase of this  
Writ being justly indebted to the Plf in the Sum of Five  
Pounds Lawful Money for so much money there before that  
Time had and received of the Plf by the said Severance at his the  
Severance's Special Instance & request to the Plf use then  
and therein consideration thereof promised the Plf to pay  
him the same Sum on Demand yet the said Severance  
there after requested the same Sum has not paid but neglected  
it - To the Damage of the said Samuel Eight Pounds. The Plf  
appears and the Deft the Horse Times called to come into  
Court make a default of appearance here. Wherefore it is

considered by the Court that the said Samuel do recover against  
the said Ranney Four Pounds four Shillings of Lawful Money Damages  
and Costs of Suit taxed at £ 17. 9 2 the 10<sup>th</sup> of 2<sup>nd</sup> Exon  
Exon ip May 20<sup>th</sup> 1795

William & Josiah Brown both of Boston in the County of Suffolk  
Merchants Pls vs Daniel Smith Junior aforesaid Yeoman Deft  
In a Plea of the Case for that the said Daniel at Boston do wit  
at said Northampton on the 10<sup>th</sup> Day of February in the year  
of our Lord 1792 by his Noter Memorandum in writing of  
that date by him subscribed for Value received promised the Pls to  
pay them the sum of Thirty Three Pounds Nineteen Shillings  
& four pence half penny Lawful Money on Demand yet the said  
Daniel tho' often thereto by the Pls requested hath never paid  
the same but neglects it To the Damage of the said William &  
Josiah Forty Pounds The Pls appears and the Deft tho' three  
times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said  
William & Josiah do recover against the said Daniel twenty  
Pounds Nine Shillings & Eight pence of Lawful Money  
Damages & Costs of Suit taxed at £ 22. 11 7 2 the 10<sup>th</sup> of 2<sup>nd</sup> Exon  
Exon ip May 24 1795

Caleb Morse of Palmer in the County of Hampshire & Downham  
Pls vs Sabin Lamb of Palmer aforesaid Physician Deft In a  
Plea of the Case for that the said Sabin at Spencer town at  
Palmer on the 11<sup>th</sup> Day of June in the year of our Lord 1793 by  
his promissory Note of that date by him subscribed for value  
received promised the Pls to pay him or his Order the Sum of  
four Pounds Lawful Money on or before the first meaning  
the first Day of January next meaning January next  
ensuing the Date of said Note with Interest yet the said Sabin  
tho' often thereto by the Pls requested hath never paid the  
same but neglects it To the Damage of the said Caleb Eight  
Pounds Nine Shillings & three pence of Lawful Money  
of The Pls appears & the Deft tho' three Times called to come  
into Court makes Default of appearance here Wherefore  
it is considered by the Court that the said Caleb do recover ag<sup>t</sup> the  
said Sabin four Pounds & Nine Shillings of Lawful Money Damages & Costs of Suit taxed at £ 11. 14 7  
2 the 10<sup>th</sup> of 2<sup>nd</sup> Exon  
Exon ip May 24 1795

Newcomb vs David Newcomb of Greenwich in the County of Hampshire  
Armour Yeoman Plt vs David Armour of 3<sup>d</sup> Greenwich Yeoman Deft  
May 14<sup>th</sup> 1795 In a Plea of the Case for that the said Armour at 1<sup>st</sup>  
Northampton on the first Day of May current by his  
promisory Note of hand of that date by him subscribed for  
value received promised the Plt to pay him or Order the Sum  
of Thirteen Pounds five Shillings & eight pence Lawful Money  
on demand with Interest Yet the said Armour tho often  
thereunto requested hath not paid him the same but neglected  
it To the Damage of the Plt David Newcomb Twenty Pounds The Plt  
appears & the Deft the three times called to come in to Court  
makes Default of appearance here Wherefore it is consid-  
ered by the Court that the said Newcomb do recover agt  
the said Armour Thirteen Pounds six Shillings & eight  
pence of Lawful Money Damages & Costs of Suit taxed at £ 1. 13. 11  
& thereof &c  
Exon 15<sup>th</sup> May 26 1795

Holmes vs Samuel Holmes of Amherst in the County of Hampshire Plt  
Cooley vs Daniel Cooley of Amherst a forid Esq Deft In a Plea of the  
May 15<sup>th</sup> 1795 Case for that whereas the said Samuel & Daniel at said Am-  
herst on the 20<sup>th</sup> Day of March last past received & accounted  
together of and concerning divers Sums of Money then before  
that time due from said Daniel to said Samuel & then &  
therein arrear and unpaid and whereas in stating the  
same act he the said Daniel was found in arrears to said  
Samuel in the Sum of Five Pounds and six pence in Lawful  
Money he the said Daniel in Consideration thereof there  
there undertook and to the said Samuel put to fully promised to  
pay him the same Sum and Demand Yet said Daniel tho  
often requested hath never performed his said Promise but neg-  
lected it To the Damage of the said Samuel Ten Pounds  
The Plt appears and the Deft the three times called to come  
into Court makes Default of appearance here Wherefore  
it is considered by the Court that the said Samuel do recover  
agt the said Daniel Cooley Five Pounds & six pence of Lawful  
Money Damages and Costs of Suit taxed at £ 1. 3. 1 & thereof  
Exon 16<sup>th</sup> May 28 1795

145  
Zebina Montague of Amherst in the County of Hampshire Gentle  
Pls vs Samuel Nash of Pelham in s<sup>d</sup> County Blacksmith Deft  
In a Plea of the Case for that the said Samuel at s<sup>d</sup> Pelham on the  
11<sup>th</sup> Day of August in the Year of our Lord 1794 by his Note under his  
hand of that date for value rec<sup>d</sup> promised the said Zebina to pay  
him or his Order the Sum of Five Pounds two Shillings & Six pence  
in Lawful Money on Demand with Lawful Interest for the same  
until paid and the said Zebina avers that the same Note has  
never been transferred to any person Yet the said Samuel has  
often requested that he would pay the same nor any part thereof  
but neglects & refuses to do it To the Damage of the said  
Zebina twelve Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three  
times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said  
Zebina do recover against the said Samuel Five Pounds  
Seven Shillings & Six pence of Lawful Money Damages & Costs of  
Suit taxed at £1.3.0. & Attorneys  
Exors J<sup>s</sup> May 20<sup>th</sup> 1795

Cotton Graves of Sunderland in the County of Hampshire Yeoman Graves vs  
Pls vs James Taylor Yeoman & John Pables Yeoman both of Pelham Taylor & W  
in said County Deft In a Plea of the Case for that the said James May 16<sup>th</sup> 1795  
and John at said Sunderland on the Twenty third day of April  
in the Year of our Lord present hundred & Ninety three by their  
Note of that date for value rec<sup>d</sup> promised the said Cotton to pay him  
or his Order the Sum of twelve Pounds in Lawful Money within  
one Year from the date of said Note with Lawful Interest for the  
same until paid & the said Cotton avers that the said Note has  
never been transferred to any person Also for that the said  
James & John at said Sunderland on the same twenty third day  
of April by their Note of that date for value rec<sup>d</sup> promised the  
said Cotton to pay him or his Order the Sum of Five Pounds one  
Shilling & Six pence in Lawful Money within one Year from  
the date of the Note last aforesaid with Lawful Interest for the  
same until paid and the said Cotton avers that the same  
Note was never transferred to any other person Yet the said  
James and John have often requested have never performed either  
of their said Promises but neglects & refuse to do it To the Damage

of the said Cotton Thirty Pounds The Pl appears & the Defdt  
three times called to come into Court make Default of  
appearance here. Wherefore it is considered by the Court  
that the said Cotton do recover against the said James & John  
Eighteen Pounds 9s of Lawful Money Damages and Costs of Suit  
taxed at £1.4.2. after all which the said James &  
John appear in Court by Adam Clark Esq their Attys &  
appeal from the Judgment of this Court to the Supreme  
Judicial Court to be holden at Northampton on the fourth  
Tuesday of Sept next and he recognises with Sureties as the  
Law directs for said James & John's prosecuting the same  
with effect & as by said Recognizance on file does appear

Strangers Simon Strong of Amherst in the County of Hampshire Esq  
Bruce Pl vs Nathan Bruce of Shutebury in the County aforesd Yeoman  
May 163 1795 Defdt In a Plea of the Case for that said Nathan at said Amherst  
on the 13th Day of May in the Year of our Lord 1793 by his Note  
of that date for value rec promised the said Simon to pay  
him either Order in Pounds four Shillings & ten pence in Lawful  
Money on Demand with lawful Interest for the same until  
paid and the same Note hath never been a paid yet said  
Nathan tho often requested that he would paid the same or any  
part thereof but neglected it to the Damage of the said Simon  
Eight Pounds. The Pl appears & the Defdt three  
times called to come into Court make Default of appearance  
here. Wherefore it is considered by the Court that the said  
Simon do recover against the said Nathan Six Pounds ten  
Shillings of Lawful Money Damages & Costs of Suit taxed at  
£1.3.0 & thereof &c.  
Exord if. May 26 1795

Pl vs Alexander Blis of Springfield in the County of Hampshire  
Yeoman Pl vs Titus Morgan of West Springfield in the County  
May 164 1795 Yeoman & Titus Morgan of West Springfield Yeoman & Defdt  
In a Plea of the Case for that the said Titus & Titus at  
Springfield agreed on the tenth day of July in the Year  
of our Lord 1777 by their promissory Note under their Hands

that date for Value received promised the P<sup>y</sup> to pay him or his  
Order Nine Pounds fourteen shillings & three pence Lawful Money  
on demand with Lawful Interest for the same till paid yet  
tho after Brexto requested the said Titus & Erastus or either of them  
have not paid the same or any part thereof but hitherto have neg-  
lected & still do neglect & refuse so to do To the Damage of the said  
Alexander Fifteen Pounds & the P<sup>y</sup> appears & the Deft tho  
three Times called to come into Court make Default of appear-  
ance here Wherefore it is considered by the Court that the said  
Alexander Blip do recover against the said Titus & Erastus  
Twelve Pounds six shillings & nine pence of Lawful Money Dam-  
ages & Costs of Suit taxed at £15.5.4 L<sup>th</sup> & 8<sup>th</sup>

Edw<sup>rd</sup> 1<sup>st</sup> May 25<sup>th</sup> 1795

Moses Blip Esq of Springfield in the County of Hampshire  
Pl<sup>ff</sup> James Blackmer of Worthington in s<sup>d</sup> County Yeoman  
Def<sup>t</sup> In a Plea of Trespass on the case for that the said James  
at s<sup>d</sup> Worthington on the sixth Day of December Instant by  
his promissory Note under his hand of that date for Value re-  
ceived promised one George Eddy to pay him or his Order Thirteen Pounds  
Fifteen shillings & eight pence Lawful Money on Demand  
with Interest meaning lawful Interest for the same Sum  
and afterwards to wit on the sixteenth Day of December Instant  
at Springfield aforesaid the said George by his indorsement on the  
back of said Note with his own hand subscribed assigned the  
same Note to the said Moses for the Value thereof of him received  
and thereby directed & ordered him the said James to pay the  
Contents of the same Note then wholly due & unpaid to the said  
Moses or his Order whereof the said Moses there Instantly afterwards  
on the same Day gave the said James Notice by means of all which  
the said James was & became liable & chargeable to pay the Con-  
tents of the same Note to the said Moses or his Order & in Consider-  
ation thereof he the said James then and there promised the  
Moses to pay him or his Order the Contents of the same Note  
on Demand yet the said James tho after thereto requested  
hath never paid the same or any part thereof but unjustly

116

Blip vs  
Blackmer  
May 170 1795

neglects and refuses so to do to the Damage of the said  
Moses Blisb Esq<sup>r</sup> & his Heirs & assigns. The Plaintiff by in his own  
Person & the Deft<sup>s</sup> the three times called to come in to Court  
makes Default of appearance here. Wherefore it is consid-  
ered by the Court that the said Moses do recover against  
the said James Houston Pounds three shillings & two pence of  
Lawful Money Damages & Costs of Suit taxed at £1.17.11  
After all which the said James appears by Jonathan Woodbridge  
Gent<sup>r</sup> his atty & appeals from the Judgment of this Court to  
the Supreme Judicial to be holden at Northampton on the 4<sup>th</sup>  
Tuesday of Sept<sup>r</sup> next & he recognises with Sureties as the  
Law directs for said James prosecuting the same with effect &  
as by said Recognizance on File does appear

Gideon Hibberd of Longmeadow in the County of Hampshire  
Gentleman vs Epaphras Wolcott Husbandman & James  
Wolcott Husbandman both of Wilbraham in said County Deft<sup>s</sup>  
May 17<sup>th</sup> 1795  
In a Plea of Trespass on the Case for that the said James & Epa-  
phras at Wilbraham as said in the sixteenth Day of April  
in the Year of our Lord seventeen hundred & ninety three by  
their promissory Note under their Hands of that date for value  
received promised the Pl<sup>t</sup> to pay him thirty two pounds & fifteen  
shillings Lawful Money by the first Day of April in the Year  
of our Lord 1795 with Lawful Interest for the same from the  
first day of April next after the date of said Note yet the often  
thereof requested the D<sup>s</sup> Epaphras & James or either of them  
have never paid the same or any part thereof but hitherto  
have & still do unjustly neglect it to the Damage of the  
said Gideon Esq<sup>r</sup> & his Heirs & assigns. The Plaintiff & the Deft<sup>s</sup> the three  
times called to come in to Court makes Default of appearance  
here Wherefore it is considered by the Court that the said Gideon  
do recover against the said Epaphras & James thirty two  
Pounds & three pence of Lawful Money Damages & Costs of Suit  
taxed at £1.13.11 & thereof £1.

Exam<sup>d</sup> J<sup>o</sup> May 25 1795

147  
Anmeroy vs  
Bryant  
May 177 1795

Marce Anmeroy of Northampton in the County of Hampshire Gent  
Pls vs Eli Bryant of Chichester field in the County of Hampshire the  
bandman Deft In a Plea of Trespass the Case for that the said  
Eli at said Northampton on the twenty ninth Day of January  
last past by his Note in writing under his hand of that date for  
value recd promised the Plf to pay him or Order the sum of Eighty  
Dollars meaning to pay the same on demand with Interest un  
til paid - Also for that the said Eli at said Northampton on the same  
twenty ninth Day of January by his other Note of Hand of that  
Date for value recd promised the Plf to pay him or Order the sum  
of Thirty Pounds Lawful Money on Demand with Interest till  
paid. Yet the said Eli tho' often requested hath not paid the  
Contents of either of the said Notes to the Plf or any part thereof  
or any way performed either of his said Promises but unjustly  
neglects to do it - To the Damage of the said Anabel Anmeroy  
Twenty Pounds The Plf appears by Exhibiting his bill  
and the Deft tho' three times called to come into Court makes  
Default of appearance here Wherefore it is considered by the Court  
that the said Anabel do recover against the said Eli Fifty four  
pounds nineteen shillings & Six pence of Lawful Money  
Damages & Costs of Suit taxed at £ Out 0. 7  
After all which the said Eli appeared by John Taylor Esq<sup>r</sup> his  
Att<sup>y</sup> and appeals from the Judgt of this Court to the Supreme  
Judicial Court to be holden at Northampton on the fourth  
Tuesday of September next & he recognises with Sureties  
as the Law directs for said Eli's prosecuting his Appeal  
with effect &c. as by said Recognizance on Ex<sup>hib</sup> does appear

Park vs  
Hunt  
May 179 1795

Thos<sup>g</sup> Park of Southampton in the County of Hampshire  
Yeoman Plf vs David Hunt late of Williamsburgh in the County  
Marion otherwise called David Hunt a <sup>late</sup> Non Resident at North  
ampton in said County Latroun Deft In a Plea of the Case  
for that the said David at S<sup>t</sup> Northampton on the 27<sup>th</sup> Day of  
Sept<sup>r</sup> last past by his Note of Hand of that date for value recd  
promised the Plf to pay him or Order the sum of four Pounds  
Lawful Money by the first day of April there next with Interest

yet the said David tho often requested hath not paid the Contents  
of said Note to the Plf or any part thereof but unjustly neglected  
To the Damage of the said King Park Six pounds The Plf appears  
and tho oft the three Times called to come into Court makes  
Default of appearance here Wherefore it is considered by the  
Court that the said King do recover against the said David  
Four Pounds One Shilling & Seven pence of Lawful Money Dam-  
ages & Costs of Suit taxed at £1.1.7 & thereupon  
Exon ip<sup>o</sup> May 20<sup>th</sup> 1795

Hall & al<sup>vs</sup> Stone & Cephas Mills of Granville in the County of Hampshire  
Mills & al<sup>vs</sup> and Amasa Hall Samuel & Timothy Hall of the same Granville  
May 10<sup>th</sup> 1795 Parties in a Rule of Reference according to the Statute &c,  
The Parties appear and the Referees by them chosen send in to  
Court their Award viz That the said Amasa Samuel & Timothy  
Hall do recover against the said Stone & Cephas Mills the Sum  
of Ten Pounds Eight Shillings Debt & two pounds four teen  
Shillings & Eight pence for Cost of Reference Cost of Court to be  
taxed by the Court Wherefore it is which Award is accepted &  
it is considered by the Court that the said Amasa Samuel &  
Timothy do recover against the said Stone & Cephas Ten Pounds  
Eight Shillings of Lawful Money Damages & Costs of Suit taxed  
at £14.0.6 & thereupon Exon ip<sup>o</sup> May 20<sup>th</sup> 1795

Boies vs Samuel Boies second of Blansford in the County of Hampshire  
White Yeoman Plf vs William White of Chuster in s<sup>e</sup> County Yeoman  
May 10<sup>th</sup> 1795 Deft In a Plea of Trespass on the Case for that the said William  
at said Blansford on the third day of Sept<sup>r</sup> in the year of our  
Lord 1793 by his Note in Writing under his hand of that date  
for Value received promised said Samuel to pay him or bearer  
the Sum of Nine Pounds Lawful Money within one Year from  
the Date of said Note with Interest until paid Yet said William  
tho often asked & requested hath not paid the same or in any way  
performed his said Promise but neglected To the Damage of  
the said Samuel Boies twenty Pounds The Plf appears & the  
Def<sup>t</sup> tho the three Times called to come into Court makes Default of  
appearance here Wherefore it is considered by the Court that the

148  
Daniel do recover of the said William Nine Pounds Seventeen Shillings  
and Six Pence of Lawful Money Damages & Costs of Suit taxed at  
£1. 9s 3d & thereof &c. Exon ip May 20 1795

John Phelps of Granville in the County of Hampshire Gent<sup>r</sup> *Phelps vs*  
Pl<sup>y</sup> vs Benjamin Cook late of London in the County of Berkshire *Cook*  
Gent<sup>r</sup> Deft<sup>r</sup> In a Plea of Trespass on the Case for that whereas the said *May 18th 1795*  
Benjamin at said Granville on the thirty first Day of March in the  
Year of our Lord 1794 by his Note in Writing under his hand of  
that date by him subscribed for value received promised said John to  
pay & deliver to him at Peltons Mill in London Sixteen Pounds &  
Eight Shillings Lawful Money Worth of Sumner by the first day  
of January then next at the then going Cash price with Interest  
and said John avers that he was ever ready to receive said Sumner  
agreeable to the Tenour of said Note yet said Benjamin tho often  
thereto requested hath not performed his said Promise but  
unjustly neglects it to the Damage of the said John Phelps  
twenty Pounds The Pl<sup>y</sup> appears & the Deft<sup>r</sup> tho sometimes  
called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said John  
do recover ag<sup>t</sup> the said Benjamin Seventeen Pounds ten Shillings  
and Eight Pence of Lawful Money Damages & Costs of Suit taxed  
at £1. 12s 7d & thereof &c. Exon ip May 20<sup>th</sup> 1795

Richard Dickinson Jun<sup>r</sup> of Granville in the County of Hamp<sup>r</sup> *Dickinson*  
Mire Yeoman Pl<sup>y</sup> vs John Minor of Granville a Mire Yeoman Deft<sup>r</sup> *Minor*  
In a Plea of Trespass on the Case for that the said John at said *May 19th 1795*  
Granville on the 24<sup>th</sup> Day of March in the Year of our Lord 1791 by  
his Note in writing under his Hand of that date for value  
received promised said Richard to pay him the Sum of Thirteen  
Pounds Eight Shillings Lawful Money to be paid in good  
Merchantable Beef Cattle on or before the Tenth Day of October  
1794 with Lawful Interest for the same till paid and said  
Richard avers that he was ever ready to receive said Beef Cattle  
agreeable to the Tenour of said Note yet said John tho often thereto  
requested hath not performed his Promise but neglects it -

To the Damage of the said Richard twenty Pounds The Plaintiff  
sears & the Defect the three Times called to come into Court  
makes Default of appearance here. Wherefore it is considered  
by the Court that the said Richard do recover against  
the said John eight Pounds ten Shillings & ten pence of Law  
ful Money Damages & Costs of Suit taxed at £1.12.7 & thereof

Executed May 20th 1795

Busbanks vs

Woolworth

May 19<sup>th</sup> 1795

Thomas Busbank of Granville in the County of Hampshire  
Esquire Plaintiff vs Phineas Woolworth of Granville in the County of Hampshire  
In a Plea of Trespass on the Case for that the said Phineas at  
S<sup>d</sup> Granville on the 26<sup>th</sup> Day of April in the year of our Lord 1794  
by his Note in writing under his hand of that Date for Value  
received promised said Thomas to pay him or Order on Demand  
the Sum of Six Pounds 7/7 Lawful Money on Demand with  
Interest Annually until paid. Also for that the said Phineas  
afterwards at said Granville on the Third day of November  
last past by his other Note in Writing under his hand of  
that date for Value received promised said Thomas to pay him or  
Order the Sum of Fifty one Shillings & nine pence Lawful  
Money on Demand with Interest until paid. And also  
for that said Phineas afterwards afterwards at said Gran  
ville namely on the Day of the purchase of this Writ was  
justly indebted to said Thomas in the Sum of Six Shilling  
Lawful Money for the like Sum of Money before that time  
lent to said Phineas by S<sup>d</sup> Thomas at his S<sup>d</sup> Phineas special  
Instance and request and being so indebted in Consideration  
he the said Phineas undertook others & therefore fully prom  
ised said Thomas to pay him said Sum of Six Shillings Lawful  
Money on Demand with Interest yet said Phineas the after  
the note requested hath not performed his said Promise but  
neglects and refuses to perform them or either of them  
To the Damage of the said Thomas Ten Pounds The Plaintiff  
sears and the Defect the three Times called to come into Court  
makes Default of appearance here Wherefore it is considered  
by the Court that the said Thomas do recover against the  
said Phineas Four Pounds six Shillings & eight <sup>pence</sup> of Lawful Money

Damages and Costs of Suit taxed at £1-12-7 & thereof

149

Excm ip<sup>o</sup> May 20<sup>th</sup> 1795

Russell Atwater of Blanford in the County of Hampshire Gent<sup>r</sup> vs  
Timothy Cooly of Chester in the County of Hampshire Yeoman  
Def<sup>t</sup> In a Plea of Trespas in the Case for that the said Timothy  
At said Blanford on the 20<sup>th</sup> Day of November last past by his  
Note in Writing under his Hand of that date for Value rec<sup>d</sup>  
promised said Russell to pay him order the Sum of Four Pounds  
and Eight Shillings Lawful Money on Demand with Interest  
Yet said Timothy tho<sup>t</sup> often thereto requested hath not performed  
his said Promise but neglects it To the Damage of the said  
Russell Ten Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>t</sup> three times  
called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that  
the said Russell do recover against the said ~~Atwater~~ Cooly  
Four Pounds ten Shillings and Eight pence of Lawful Money  
Damages and Costs of Suit taxed at £1-9-11 & thereof

Excm ip<sup>o</sup> May 20<sup>th</sup> 1795

Russell Atwater of Blanford in the County of Hampshire Atwater vs  
Gent<sup>r</sup> vs William Cannada of Blanford aforesaid Yeoman Cannady  
Def<sup>t</sup> In a Plea of ~~the Case~~ Trespas in the Case for that the said  
William at said Blanford on the fifth day of March in the Year  
of our Lord 1793 by his Note in writing under his hand of that  
date for Value received promised said Russell to pay him or his  
Order the Sum of Eight Pounds three Shillings & one penny half  
penny Lawful Money on Demand with Interest and yet said  
William tho<sup>t</sup> often thereto requested hath not performed his  
said Promise but neglects it To the Damage of the said Rus-  
sell Twelve Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>t</sup> three times  
called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the  
Russell do recover against the said William Nine Pounds four  
Shillings and Nine pence of Lawful Money Damages & Costs  
of Suit taxed at £2-9-3 & thereof

Excm ip<sup>o</sup> May 20<sup>th</sup> 1795

Russell vs  
Davidson  
May 19<sup>th</sup> 1795

Russell Attorney of Blanford in the County of Hampshire Pl<sup>y</sup>  
vs Benjamin Davidson of London in the County of Berkshire  
Gent<sup>l</sup> Def<sup>t</sup> In a Plea of Trespass on the Case for that the said  
Benjamin at said Blanford on the 10<sup>th</sup> Day of Decem<sup>r</sup> last past  
by his Note in Writing under his hand of that date for Value  
rec<sup>d</sup> promised said Russell to pay him or Order the Sum of twenty  
Pounds Lawful Money on Demand with Interest Yet said Benj<sup>n</sup>  
the often Brechts requested hath not performed his said promise  
but unjustly neglects To the Damage of the said Russell twenty  
Pounds The Pl<sup>y</sup> appears 2<sup>nd</sup> Def<sup>t</sup> the same Times called to  
come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Russell  
do recover ag<sup>t</sup> the said Benjamin twenty Pounds Ten Shillings  
of Lawful Money Damages and Costs of Suit taxed at £1. 10. 3 &  
thereof

Exce<sup>m</sup> ip May 20 1795

Moses vs  
Stiles & al  
May 20<sup>th</sup> 1795

Martin Moses of Granville in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs J<sup>ts</sup> Stiles Jun<sup>r</sup> Yeoman and J<sup>ts</sup> Stiles 3<sup>d</sup> Yeoman both late  
of Granville in the County aforesaid Def<sup>t</sup> In a Plea of Covenant  
Broken for that whereas the said J<sup>ts</sup> Stiles Third at said Granville  
on the 22<sup>d</sup> Day of June in the Year of our Lord Seventeen Hundred  
and Ninety Three by their Deed Poll under their hands &  
Seals of that date duly executed acknowledged and Regis-  
tered in the Registry of Deeds for our said County of Hamp-  
shire in Court to be produced for and in consideration  
of one Hundred and Forty five Pounds Lawful Money to them  
in hand paid by said Martin Moses following Tracts of Land  
containing by Estimation twenty five Acres be the same  
more or less with the Mansion House thereon standing lying  
in said lying in said Granville at a Place called the East Land  
bounded as follows beginning at a Stake & Stone the North  
side of the County Road at the West end of a Stone Wall Thence  
Northwesterly to the Northeast Corner of J<sup>ts</sup> Stiles 2<sup>d</sup> Barn  
Thence Northerly to the Northeast Corner of said Barn Thence  
Northerly about twenty four Rods to Land laid out to Sir  
Henry Stoddard & ceased at a Stake and Stone Thence Northerly  
in said Stoddard's Land about thirty eight Rods to a Stake &  
Stone at the Northeast Corner of the Land that said J<sup>ts</sup> Stiles

150  
lately deeded to Benjamin Barlow thence Southerly by said Barlow  
Land to a Stake and Stones the North side of the County Road thence  
Easterly on the County Road as the same runs to the Place where  
we began to hold the same to the said Martin his Heirs and Assigns  
with the Appurtenances therof in Fee Simple and the said Job Stites  
Jun<sup>r</sup> & Job Stites 3<sup>d</sup> for themselves their Heirs Executors and Adm-  
inistrators did by their Deed Poll covenant with the said Mar-  
tin the Pl<sup>y</sup> his Heirs & Assigns among other things that the Land  
by him so bargained sold and conveyed as aforesaid he had good Right  
full Power and Lawful Authority so to bargain sell and convey  
as aforesaid and that the same then was free and clear & fully &  
clearly acquitted and discharged of & from all Dowers Thirds  
Executions Mortgages and Incumbrances whatsoever & that he  
would secure & defend the same against the Lawful Claims of  
any person as by the same Deed in Court to be produced man-  
ifestly appears and the Pl<sup>y</sup> in fact says that long before the  
making and executing the Deed aforesaid the said Job Stites Jun<sup>r</sup>  
who was lawfully owner of the above described Land did at Lyn-  
ville on the twenty sixth Day of February in the year of our  
Lord Twentieth Hundred & Eighty Nine in Consideration of  
a valuable Sum of Money convey two Acres of Land part of the  
above described Land with the Mansion House & Barn thereon  
standing by Virtue of a Mortgage Deed under his Hand &  
Seal well executed duly acknowledged and registered in  
the Registry aforesaid & a copy of which in Court with be pro-  
duced to one Samuel Stites and thereby covenanted & engaged  
that he was the true Owner & Lawful Possessor of said Land  
by Virtue of said Mortgage Deed the said Martin the Pl<sup>y</sup> in  
fact says that on twenty seventh Day of October the said  
Samuel Stites commenced his said Action of Ejectment a-  
gainst the said Mous and thereby Demanded that Two Acres  
of Land last aforesaid with the buildings thereon standing  
and by means of which the Pl<sup>y</sup> says the Covenant of the  
Job Jun<sup>r</sup> & Job 3<sup>d</sup> both been broken & that he not been kept  
and that the said Homestead was not free & clear acquitted  
and discharged from all Incumbrances at the Time of the  
Time of the said Job Stites Jun<sup>r</sup> & Job Stites 3<sup>d</sup> executing their

Due Polls upon said to said Martin the Pl<sup>y</sup> but was sub-  
ject and liable to the said Mortgage and hath not been se-  
cured & defended to the Pl<sup>y</sup> against the Claims and Demands  
of said Samuel which Breach of Covenant is to the Dam-  
age of the said Martin More twenty Pounds The Pl<sup>y</sup> appears  
& the Def<sup>t</sup> the three Times called to come in to Court makes  
Default of appearance here Wherefore it is considered by the  
Court that the said Martin do recover ag<sup>t</sup> the said Sol<sup>r</sup>  
and Sol<sup>r</sup> 3<sup>d</sup> twenty Pounds of Lawful Money Damages &  
Costs of Suit taxed at £ 1. 12. 7 & thereof &c.

Given J<sup>o</sup> May 20<sup>th</sup> 1795

Deolittle vs  
Himball  
May 20<sup>th</sup> 1795

Deolittle of Leyden in the County of Orange State of Vermont  
Husbandman Pl<sup>y</sup> vs Himball of Hardwick in the County  
of Worcester Husbandman Def<sup>t</sup> In a Plea of the Case for that  
the said Jude at a Plea called Hardwick viz at Northfield  
on the thirtieth day of December in the year one thousand seven  
hundred & ninety three by his Note under his hand of  
that date for value received promised the Pl<sup>y</sup> to pay him hereafter  
two Pounds twelve Shillings on Demand with Interest  
Yet the said Jude altho' requested the same sum & the In-  
terest has not paid but neglects it to the Damage of the  
Deolittle Fifty Pounds &c. The Pl<sup>y</sup> appears by his Plea & altho'  
his Att<sup>y</sup> & the Def<sup>t</sup> the three Times called to come in to Court  
makes Default of appearance here Wherefore it is considered by  
the Court that the said Deolittle do recover ag<sup>t</sup> the said Himball  
two twenty four pounds ten Shillings & four pence &c. &  
Damages & Costs of Suit taxed at £ 2. 5. 5. After all which  
the said Himball appears by Peter Esq<sup>r</sup> his Att<sup>y</sup> & appears  
to the Just<sup>s</sup> of this Court to the Supreme Judicial Court  
to be holden at Northampton within and for the County of  
Massachusetts on the fourth Tuesday of Sept<sup>r</sup> next the  
said Esq<sup>r</sup> with his Plea & the said Deolittle  
presenting his said Plea with effect. As by said Recog-  
nizance &c. does appear &c.

151

*Doolittle vs*  
*Clark*  
May 20<sup>th</sup> 1795

*Doolittle* of *Lepidore* in the County of *Orange* State of *Vermont*  
*Husbandman* *Pls* *Simon Clark* of *Hardwick* in the County of  
*Windsor* *Edward* or *Depts* *Ina* *Plea* of the Case for that the said *Clark*  
at a Place called *Hardwick* viz at said *Northfield* on the twenty  
ninth day of *November* in the Year of our Lord *Seventeen* hundred  
& ninety three by his Note under his Hand of that date for Value  
received promised the *Pl* to pay him or Order *Thirty six* Pounds  
*four* Shillings & *three* pence in *Math* Leather at Cash price by the  
Middle of *Nov* then next with the Interest which time has  
elapsed & the *Pl* in fact says that he was always ready to receive  
said Leather yet the said *Clark* altho requested the same Leather  
has not delivered the same Sum in Money & the Interest paid but  
neglects to do either To the Damage of the said *Doolittle* Fifty  
Pounds The *Pl* appears by *Jo<sup>th</sup> Barrett* Esq<sup>r</sup> his *Att<sup>y</sup>* and the  
*Depts* the three times called to come into Court makes default  
of appearance here Wherefore it is considered by the Court that  
the said *Doolittle* do recover against the said *Clark* *Thirty four*  
*Pounds* *Six* Shillings & *one* penny of Lawful Money Damages  
and Costs of Suit taxed at *£2.5.5* - After all which the  
*Clark* appears by *Jos<sup>th</sup> Barrett* his *Att<sup>y</sup>* and appeals from  
the Judgment of this Court to the Supreme Judicial Court  
to be holden at *Northampton* within and for the County of *Hamp*  
*shire* on the ~~fourth~~ fourth Thursday of *Sept* next & he recognizes  
with *Sent<sup>ts</sup>* as the Law directs for said *Clark* prosecuting  
his said Appeal with effect as by said Recognizance  
on File does appear

*Baxter vs*  
*Bisell*  
May 20<sup>th</sup> 1795

*Benjamin Baxter* of *Atstead* in the County of *Cheshire* State of  
*New Hampshire* Yeoman *Pls* *Jonathan<sup>marsh</sup> Bisell* of *Montague*  
in the County of *Hampshire* Yeoman *Depts* in a Plea of the  
Case for that the said *Jonathan Marsh Bisell* at *Northampton*  
on the 21<sup>st</sup> Day of *May* in the Year of our Lord 1794 by his Note  
under his hand of that date for value received by the name & addi-  
tion of *Jonathan M Bisell* promised the *Pl* by the name &  
Addition of *Jonathan Benj<sup>am</sup> Baxter* to pay him or Order *four*  
*Pounds* *seven* Shillings & *seven* pence & mo<sup>re</sup> & the Interest on the  
same Yet the said *Jonathan Marsh Bisell* tho requested the same

Sum and Interest hath not paid but neglected it To the  
Damage of the said Benjamin Baxter ten Pounds. The  
Plf appears & the Def<sup>t</sup> Mr Thre times called to come  
into Court makes Default of appearance here Wherefore  
it is considered by the Court that the said Baxter do recover  
ag<sup>t</sup> the said Def<sup>t</sup> four Pounds thirteen Shillings & three  
Pence of Lawful Money Damages and Costs of Suit taxed  
at £1.11.0 & thereupon Ex<sup>am</sup> ip<sup>o</sup> May 26 1795

Barrett or  
Coutts  
May 20<sup>th</sup> 1795

John Barrett of North Hill in the County of Hampshire Pl<sup>ff</sup> vs  
John Coutts of Barnardston in Shropshire Defendant In  
a Plea of the Case for that the said Coutts & said Northampton  
on the seventh Day of October in the Year of our Lord 1789  
by his Note under his hand of that date for Value rec<sup>d</sup>  
promised the Plf to pay him or Order twenty five Shilling  
£1.00 & the Interest on Demand & also for that the said John  
Coutts there afterwards on the 14<sup>th</sup> Day of January in the  
Year of our Lord 1792 by his other Note under hand of that  
Date for Value rec<sup>d</sup> promised the Plf to pay him or Order twelve  
Pounds 14<sup>sh</sup> 0<sup>p</sup> & the Interest on Demand & also for that  
the said John Coutts there afterwards on the twentieth Day of  
January in the Year of our Lord 1794 by his other Note under  
his hand of that date for Value rec<sup>d</sup> promised the Plf to pay  
him or Order 17<sup>sh</sup> 0<sup>p</sup> & the Interest on Demand yet the  
said John Coutts has requested the same Sum or either of them  
and the Interest hath not paid but neglected so to do To the  
Damage of the said John Barrett fifteen Pounds The Plf ap  
pears & the Def<sup>t</sup> Mr Thre times called to come into Court  
makes Default of appearance here Wherefore it is consid  
ered by the Court that the said Barrett do recover ag<sup>t</sup>  
the said Coutts eight Pounds six Shillings & two pence of  
Lawful Money Damages & Costs of Suit taxed at £1.12.3 & thereupon  
Ex<sup>am</sup> ip<sup>o</sup> May 26 1795

152  
Samuel Warner of Barnardston in the County of Hampshire  
Plff vs Caleb Shelden of Conway in said County Defendant Warner vs  
Shelden  
Defdt In a Plea of the Case for that the said Caleb Shelden at said  
Barnardston on the 8th Day of October in the Year of our Lord 1794  
May 20 1795  
by his Note under his hand of that date for Value recd promised the  
Plf to pay him four Pounds four Shillings & two Pence the Interest by  
the first Day of January then next which time has elapsed  
Yet the said Caleb Shelden tho' requested the same Sum & Interest  
has not paid but neglects it To the Damage of the said Samuel  
Warner eight Pounds The Plf appears & the Defdt tho' three  
times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said Sam<sup>r</sup>  
do recover against the said Caleb four Pounds seven Shill  
ings & three pence of Lawful Money Damages & Costs of Suit  
taxed at £1.10.11 & thereof &c

Exemplified May 26 1795  
Calvin Rice of Charlemont <sup>in the County of Hampshire</sup> Husbandman Plff vs Calvin Taxon  
Taxon vs  
son of Charlemont of said Taylor Defdt In a Plea of the Case for  
May 21 1795  
that the said Taxon at Charlemont on the 24th Day of October  
in the Year of our Lord 1794 by his Note under his hand of that  
date for Value recd promised the Plf to pay him on order four Pounds  
eight Shillings & six pence & the Interest on Demand Yet the said  
Taxon Altho' requested the same Sum & the Interest has not paid  
but neglects it To the Damage of the said Rice Ten Pounds  
The Plf appears and the Defdt tho' three times called to come  
into Court makes Default of appearance here Wherefore  
it is considered by the Court that the said Rice do recover  
against the said Taxon four Pounds eleven Shillings & eight  
pence of Lawful Money Damages & Costs of Suit taxed at £1.13.0  
& thereof &c

Exemplified May 26 1795  
Frederick Spear of Shutesbury in the County of Hampshire Plff vs  
Jacob Jones of Pelham in said County Defendant Spear vs  
Jones & ac  
Jones Lathrop of Shutesbury Defendant May 110 1795  
Case for that the said Jacob & James at Shutesbury on the 10th  
Day of April in the Year of our Lord Seventeen Hundred and  
Ninety two by their Note under their Hands of that date for

for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order ten Pounds  
£10 with three per cent Interest to be paid in mat<sup>t</sup> Stock at the  
Cash price to be delivered in Shutebury the first morning  
on the first day of November the Year meaning in the Year of  
our Lord One thousand Seven Hundred & Ninety four where time  
has elapsed & the Pl<sup>y</sup> avers that he was ready at the time &  
Place afores<sup>d</sup> to receive sd mat<sup>t</sup> Stock yet the said Jacob & James  
or either of them tho' requested the same mat<sup>t</sup> Stock hath not  
delivered nor the same Sum in Money & the Interest paid but  
neglect<sup>d</sup> it To the Damage of the said Frederick Spear twenty  
Pounds The Pl<sup>y</sup> appears by Mr Barrett Gent in d<sup>e</sup>tt<sup>y</sup> & the Def<sup>t</sup>  
tho' three Times called to come in to Court make Default of  
appearance here - Wherefore it is considered by the Court  
that the said Spear do recover ag<sup>t</sup> the said Jacob & James  
Ten Pounds 10<sup>s</sup> of Lawful money & Costs of Suit taxed at  
£1.10.11 & after all which the said Jacob & James do re-  
ce<sup>iv</sup> appear in Court by Strong Esq<sup>r</sup> their Att<sup>y</sup> and ap-  
peals from the Judg<sup>t</sup> of this Court to the Supreme Judicial  
Court to be holden at Northampton within and for the  
County of Hampshire aforesaid & he recognises with Sure-  
ties as the Law directs for said Jacob & James prosecuting  
their sd Appeal with effect & as by said Recognizance in  
file does appear -

Kimball vs  
Bagley  
May 21<sup>st</sup> 1795

Joseph Kimball of Plainfield in the County of Cheshire and  
State of New Hampshire Esquire vs Jonathan Bagley of  
Montague in the County of Hampshire Husbandman &  
In a Plea of the Case for that the said Jon<sup>s</sup> Bagley at Northamp-  
ton on the ninth day of April in the Year of our Lord 1794  
by his Plea under his hand of that Date for Value rec<sup>d</sup> promised  
the Pl<sup>y</sup> to pay him the Sum of £10 £10 the Interest or Damages  
yet the said Jonathan Kimball tho' requested the same Sum &  
Interest hath not paid but neglect<sup>d</sup> it To the Damage of the  
said Joseph eight Pounds - The Pl<sup>y</sup> appears & the Def<sup>t</sup> the 3<sup>rd</sup>  
Times called to come in to Court make Default of appearance  
here Wherefore it is considered by the Court that the said Joseph do re-  
cover against the said Jonathan the Sum of £8 & Costs of Suit

and in pursuance of Law of Mr Damages & Costs of Suit taxed at £1.12.4  
and thereof &c

Exhibt May 26 1795

15.3

George Tracy of Dursfield in the County of Hampshire Tayler J Geo  
Noble Spencer of Dursfield Yeoman Dyett In answer of the Case for  
that said George at said Dursfield on the 12<sup>th</sup> Day of Decem<sup>r</sup> last  
last had sold and delivered to done & performed for the said Noble  
at his special Instance and request divers goods Wares & Merch  
andises Labours & Services In the said Noble then and there in  
consideration thereof undertook & faithfully promised the said George  
to pay him so much money as the said Goods Wares & Merchand  
ises Labours & Services were reasonably worth in Demand & the  
said George says that the same goods Wares Merchandises La  
bours & Services were reasonably worth eight Pounds & eleven  
pence in Lawful Money to wit at the Time of doing & perform  
ing sale & delivery of said Yet said Noble tho<sup>t</sup> often requested  
hath never performed his said promise but neglected it  
To the Damage of the said George twelve Pounds The If appear  
and the Dyett the three Times called to come into Court makes  
Default of appearance here Wherefore it is considered by the  
Court that the said George do recover against the said Noble  
eight Pounds & eleven pence of Lawful Damages & Costs of  
Suit taxed at £1.7.8 & thereof &c

Exhibt May 25 1795

Humbly shews Ebenezer Barnard Jun<sup>r</sup> of Dursfield in the  
County of Hampshire Gent<sup>r</sup> that at a Court holden before  
Elisha Hood Esq<sup>r</sup> one of the Justices of the Peace for the County of  
Hampshire at his dwelling House in Montague on the 13<sup>th</sup>  
Day of Febr<sup>y</sup> last past he the said Ebenezer recovered Judgment  
against Consider Cushman of Montague for the sum of  
One Pound fifteen Shillings & eight pence Damage & twelve  
Shillings & seven pence Costs of Suit from which Judgment the  
said Consider appealed to this Court and required with a  
Surety to prosecute his appeal but has failed to do it Your  
Compt<sup>r</sup> therefore prays affirmation of the former Judgment  
with additional Costs & Interest which Affirmation is  
granted and it is further considered by the Court that the d

Barnard Compt<sup>r</sup>  
vs  
Cushman  
May 219 1795

Sheweth do recover ag<sup>t</sup> the D<sup>r</sup> Consider One Pound sixteen  
Shillings & two pence of L<sup>ms</sup> Damages & Costs of Suit taxed  
at £ 1. 13. 4 & thereof Exon<sup>r</sup> May 25 1795

Ashley vs  
Ransom  
May 22<sup>o</sup> 1795  
Eliza Ashley of Dursfield in the County of Hampshire. Plaintiff  
vs  
Norton Ransom of Thelborne in D<sup>r</sup> County Yeoman Deft.  
In a Plea of the Case for that whereas the said Ransom at said  
Dursfield on the fourth Day of November in the Year of our  
Lord 1793 by his Note under his hand of that date for Value  
received promised the D<sup>r</sup> Ashley to pay him on his Order the  
Sum of Eight Pounds & two pence L<sup>ms</sup> meaning lawful Money  
or Demand with Interest annually till paid yet the said  
Ransom has never p<sup>d</sup> the same tho' often requested but  
neglects it To the Damage of the said Ashley Sixteen Pounds  
The D<sup>r</sup> appears & the D<sup>r</sup>ft<sup>r</sup> tho' three Times called to come  
into Court makes Default of appearance here  
Wherefore it is considered by the Court that the D<sup>r</sup> Ashley  
do recover ag<sup>t</sup> the D<sup>r</sup> Ransom Eight Pounds sixteen shill-  
ings & two pence of L<sup>ms</sup> Damages & Costs of Suit taxed  
at £ 1. 13. 4 & thereof Exon<sup>r</sup> May 26 1795

Tield vs  
Allen  
May 23<sup>o</sup> 1795  
Ebenezer Tield Jun<sup>r</sup> of Gills in the County of Hampshire  
Yeoman Deft<sup>r</sup> vs  
Joseph Allen of Bernadston in D<sup>r</sup>  
County Yeoman Deft<sup>r</sup> In a Plea of the Case for that whereas  
the said Joseph at said Bernadston in the 15<sup>th</sup> Day of June  
in the Year of our Lord 1793 by his Note under his hand of  
that date for Value received promised the said Ebenezer to pay  
him fifteen Pounds L<sup>ms</sup> meaning lawful Money on or before  
the first day of November then next with Interest yet the  
said Joseph has never paid the same tho' often requested but  
neglects it To the Damage of the said Ebenezer Sixty Pounds  
The D<sup>r</sup> appears & the D<sup>r</sup>ft<sup>r</sup> tho' three Times called to come into  
Court makes Default of appearance here wherefore it is  
considered by the Court that the said Ebenezer do recover ag<sup>t</sup>  
the D<sup>r</sup> Joseph Sixteen Pounds fifteen shillings & of L<sup>ms</sup> Damages  
& Costs of Suit taxed at £ 1. 12. 3 & thereof  
Exon<sup>r</sup> May 24 1795

15A  
John Elton Hall and Joseph Taylor both of Greenfield in the County of  
Hampshire joint cartours in Trade Pls vs Aaron Skinner Jnr & Son  
Skinner both of Hilburn in the County of Devon Yeomen alias black  
Smiths Defs In a Plea of the Case for that whereas the Plaintiff  
at Greenfield aforesaid on the 22<sup>d</sup> Day of May in the Year of our Lord one  
Thousand seven Hundred & Ninety four by their Plea under their hands  
of that date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order the  
sum of Eight Pounds ten shillings in four Months from that date  
with Interest yet they have never paid the same tho' requested  
but neglected it To the Damage of the said Hall & Taylor fourteen Pounds  
The Pl<sup>y</sup> appears & the Defs tho' three Times called to come into  
Court on the Defult of appearance here. Wherefore it is con-  
sidered by the Court that the said Hall & Taylor do recover ag<sup>t</sup>  
the said Aaron & Son Nine Pounds & three pence of L<sup>aw</sup> Damages  
and Costs of Suit taxed at £1-16-0 & thereupon

Exec<sup>d</sup> in p<sup>re</sup> May 26 1795

Barnard vs  
Sarabbe  
May 23<sup>d</sup> 1795

Dalrymple vs Duke Dalrymple of Colerain in the County of Hampshire.  
Yeoman. Pls John Matthews late of Colerain aforesaid Gentle-  
man. May 23<sup>rd</sup> 1795  
Def<sup>t</sup> In a Plea of the Case for that Whereas the said Duke at East-  
viz at Ipsfield aforesaid on the Nineteenth Day of November in  
the Year of our Lord 1794 by his Note <sup>under his</sup> of that date for value  
received promised the Pl<sup>y</sup> to pay him the Sum of Eight Pounds 17/-  
on Demand (meaning with Interest) Also for that the Duke  
at Colerain afterwards viz on the Day of the purchase of this  
Writ was indebted to the said Duke in the Sum of Four Pounds  
One Shilling & eleven pence lawful Money for Work & Labour  
therefore that time done and performed by the Pl<sup>y</sup> for the  
Def<sup>t</sup> at his request & being so indebted he the Def<sup>t</sup> then there  
in consideration thereof promised the Pl<sup>y</sup> to pay him the same  
on Demand with Interest Yet he hath never performed either  
of his said Promises tho' requested but neglected it to the Damage  
of the said Duke fourteen Pounds. The Pl<sup>y</sup> appears & the  
Def<sup>t</sup> tho' three times called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court  
that the said Duke do recover against the said Matthews  
ten Pounds & eleven pence of Lawful Money Damages & Costs of Suit  
taxed at £2.1.2 & there of &c.

Evans vs John Evans & meaning John Morgan Evans late of Ipsley  
in the County of Hampshire now resident in the State of New York Yeoman  
Allen May 24<sup>th</sup> 1795  
Pl<sup>y</sup> vs Joseph Allen of Barnardston in said County Yeoman Def<sup>t</sup>  
In a Plea of the Case for that Whereas the said Allen at Barnard-  
ston aforesaid on the fourth Day of October in the Year of our Lord  
1793 by his Note under his hand of that date for value received pro-  
mised the said John to pay him the Sum of Five Pounds 10/-  
meaning lawful Money to be paid in neat Wool or Grain on  
or before the first day of November in the Year of our Lord 1794  
delivered at the said Allen's dwelling House in Barnardston  
with Interest now the Officer says that he has ever been ready  
to receive the contents of said Note according to tenor thereof & at  
Barnardston aforesaid on the first day of November aforesaid de-  
manded the same but the said Allen hath never paid the same  
tho' requested but neglected it to the Damage of the said John  
Five Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three times called  
into Court makes Default of appearance here

Therefore it is considered by the Court that the said Evans do recover  
against the said Allen Five Pounds Nine Shillings & Nine pence of  
Dmages & Costs of Suit taxed at £1. 16. 0 & thereof £

155

Given at June 10th 1795

David Hitchcock of Brookfield in the County of Worcester Justm Pl vs  
David Dalrymple Just of Colrain in the County of Hampshire  
Yeman Deftt In a Plea of the Case for that whereas the said Dal  
rymple at Brookfield bought of Greenfield aforesaid on the 17th Day  
of Novem<sup>r</sup> in the year of our Lord 1794 by his Note signed David Dal  
rymple under his hand of that date for value received promised the  
Pl<sup>y</sup> to pay him or Order the Sum of Fifteen Pounds Lawful Money  
on Demand with Interest the above Note is to be paid in Grain  
at Cash price meaning to be delivered at Brookfield aforesaid,  
now the Pl<sup>y</sup> in fact says that he has ever been ready at Brook  
field aforesaid to receive the contents of said Note according to  
the tenor thereof & there on the day of the purchase of this Note  
demanded the same yet the said Dalrymple hath never paid  
the same the Pl<sup>y</sup> requested but neglects it To the Damage of the  
said Hitchcock twenty Pounds the Pl<sup>y</sup> appears & the Deftt  
not here in is called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court  
that the said Hitchcock do recover ag<sup>t</sup> the said Dalrymple  
Fifteen Pounds Nine Shillings of Lawful Money Damages  
and Costs of Suit taxed at £2. 12. 9 & thereof £

Hitchcock vs  
Dalrymple  
May 24<sup>th</sup> 1795

Given at June 10th 1795

Jeph Emerson of Wendell in the County of Hampshire Pl vs  
Enos Rice of Gill in P County Yeman Deftt In a Plea of the  
Case for that whereas the said Enos at Northampton aforesaid  
on the 25<sup>th</sup> day of June in the year of our Lord 1793 by his Note  
under his hand of that date for value received promised the  
Pl<sup>y</sup> to pay him the Sum of sixteen Pounds in neat Cattle by  
the tenth Day of November then next said Cattle to be appraised  
by indifferent men now the Pl<sup>y</sup> avers he has been ever ready at  
Northampton aforesaid to receive the same Cattle & there on the  
aforesaid Tenth Day of November demanded the same yet the Enos  
hath never paid the same the Pl<sup>y</sup> requested but neglects it to the Damage

Emerson vs  
Rice  
May 25<sup>th</sup> 1795

Sepe Thirty Pounds The Plf appears & the Defdt the three  
times called to come into Court makes Default of Appearance  
here - Wherefore it is considered by the Court that the Plf  
do recover ag<sup>t</sup> the D<sup>r</sup> Enos Twelve Pounds three Shillings  
and eight pence of Lawfull Damages & Costs of Suit taxed at  
£1.12.1 & there of -  
Exam<sup>d</sup> ip<sup>e</sup> June 5<sup>th</sup> 1795

Stebbins vs Joseph Stebbins of Garsfield in the County of Hampshire  
Denis & al Yeoman Plf vs Frederic Denis of Garsfield in s<sup>d</sup> County a  
May 25<sup>th</sup> 1795 Enos Denis of s<sup>d</sup> Garsfield Yeoman Defdt In a Plea of Debt  
for that the said Joseph by the Consideration of David Smadder  
one of the Justices of the Peace in & for said County of Hamp  
shire at a Court holden before the s<sup>d</sup> Justice at his dwelling  
House in said Garsfield on Monday the sixth day of January  
in the Year of our Lord Seventeen Hundred & Ninety four  
recovered Judgt<sup>mt</sup> against the said Frederic & Enos for the Sum  
of One Hundred & six pounds twelve Shillings & three pence of  
Debt or  
~~with~~ Damage as well appear by the Record of said Judgt<sup>mt</sup> in  
Court to be produced which said Judgt<sup>mt</sup> is in full force & not  
annulled or reversed or satisfied whereby an action hath been  
brought to the said Joseph to demand have & recover of the said Frederic  
and Enos the same Sum & the Interest yet the said Frederic  
& Enos the requested have never paid the sum aforesaid but  
unjustly neglect and detain it To the Damage of the said Joseph  
One Hundred & Forty Pounds The Plf appears & the Defdt the  
three times called to come into Court makes Default of appear  
ance here - Wherefore it is considered by the Court that the  
said Joseph do recover ag<sup>t</sup> the said Frederic & Enos One Hundred  
and forty Pounds Eight Shillings & eight pence & the Dam  
ages & Costs of Suit taxed at £1.11.2 & there of -  
Exam<sup>d</sup> ip<sup>e</sup> June 5<sup>th</sup> 1795

Wiams vs Samuel Williams of Hatfield in the County of Hampshire gent  
ibidem vs John Boughton Esq<sup>r</sup> of Lambeth in the County of Kent  
May 25<sup>th</sup> 1795 Enos Boughton Esq<sup>r</sup> in a Plea of Debt for that the  
said Williams by his Rich<sup>d</sup> in Writing under his hand & seal

156  
provided on the eleventh Day of Jan<sup>y</sup> in the Year of our Lord One thousand  
seven hundred & Ninety four for Value rec<sup>d</sup> promised one Joseph Pettes to  
pay him or Order four Pounds sixteen Shillings, & eight pence half  
penny meaning Lawful Money within six Months from the Date of  
said Note with Interest meaning y<sup>e</sup> Lawful Interest for the same  
sum and the said sum being unpaid he the said Joseph Pettes  
afterwards to wit on the twelfth Day of Jan<sup>y</sup> appeared at Amhurst  
aforesaid endorsed the same Note with his proper hand thereto  
subscribed and thereby appointed the contents of the said Note to  
be paid to the said Israel for Value rec<sup>d</sup> Whereof the said. Knight  
ton afterwards to wit the same Day and Year aforesaid at Amhurst  
aforesaid had Notice by reason of which said promises the said  
Stoughton was and became liable to pay to the said Israel the  
Contents of said Note according to the Tenor of the same Note  
and being so liable he the said Stoughton afterwards to wit  
on the Day and Year last aforesaid at Amhurst in consideration  
thereof promised the said Israel to pay to him the same  
contents when he should be thereunto requested yet s<sup>d</sup> Stoughton  
tho often requested hath not p<sup>d</sup> the contents of s<sup>d</sup> Note but neg  
lected To the Damage of the s<sup>d</sup> Israel Six Pounds. The Pl<sup>ff</sup> ap  
pears & the Def<sup>nd</sup> the three times called to come into Court  
makes default of appearance here Wherefore it is consid  
ered by the Court that the said Israel do recover against  
the said Stoughton Five Pounds four Shillings seven  
pence of Law<sup>ful</sup> No Damages & Costs of Suit taxed at £1.2.11  
& thereof

Exon<sup>is</sup> June 24<sup>th</sup> 1795

John Lee Jun<sup>r</sup> of Westfield in the County of Hampshire  
Super and Warham Parkes of Westfield aforesaid Parties  
in a Rule of Reference according to the Statute &c.  
The Parties appear & the Referus by them Chosen sent into  
Court their award viz That the said John do recover against  
the said Warham the Sum of Four Pounds, fourteen Shillings  
& eight pence Damage and twenty Shillings the Cost of Reference  
the Cost of Court to be taxed by the Court and that this award  
shall be in full of all Demands subsisting between them,  
which award is accepted & it is considered by the Court that  
the said John do recover against the s<sup>d</sup> Warham Four Pounds

Lee Jun<sup>r</sup> vs  
Parkes

May 263 1795

fourteen Shillings & eight Pence of Lawful Money Damages &  
Costs of Suit taxed at £2.4.10 & thereupon

Exon. p<sup>o</sup> June 10<sup>th</sup> 1795

**Litchfield vs Phillips**  
May 26<sup>th</sup> 1795  
Jacob Litchfield of Cheshire in the County of Hampshire Yeoman  
and David Phillips of Cheshire of said Yeoman Parties in  
a Rule of Reference according to the Statute &c. The Parties  
appear & the Reference by them chosen into Court their  
award viz that the said David pay to the said Jacob the Sum of Thirty  
one Pounds eleven Shillings & seven Pence Debt & twenty  
one Shillings Cost of Reference being thirty two Pounds eleven  
Shillings in the whole together with the Cost of Court taxed  
by the Court. Which Award is accepted by the Court & it is  
considered by the Court that the said Jacob do recover ag<sup>t</sup> the  
said David thirty one Pound eleven Shillings & seven Pence  
of Lawful Money Damages & Costs of Suit taxed at £2.8.10 & thereupon

**Whiting Comp<sup>t</sup> vs Jacob**  
May 26<sup>th</sup> 1795  
Thos<sup>o</sup> Whiting of Wotton in the County of Hampshire  
Merchant that at a Court holden before Benjamin Bowney Esq  
at his dwelling there in Cheshire on the sixteenth Day  
of February last past he recovered Judgment ag<sup>t</sup> Jonathan  
Whiting of Cheshire in said County Gentleman for the Sum of  
One Pound twelve Shillings and seven Pence Damages &  
Cost of Suit taxed at 14s 7d from which Judgment the said Jonathan  
appealed to this Court & entered into Recognizance as the  
Law directs for prosecuting the same with effect but has  
failed so to do Wherefore the said Jonathan prays affirmation  
of the Judgment with additional Damages & Costs which Court  
is granted & it is considered by the Court that the said Whiting  
do recover ag<sup>t</sup> the said Jacob One Pound thirteen Shillings &  
four Pence of Lawful Money Damages and Costs of Suit taxed  
at £2.4.10 & affirmation of the Judgment & Costs &  
thereupon

Exon. p<sup>o</sup> Aug<sup>o</sup> 10<sup>th</sup> 1795

**Williams vs Clark**  
May 27<sup>th</sup> 1795  
Isaac Williams of Wiltshire in the County of  
Hampshire Yeoman & Samuel Clark of Granville in  
said County Yeoman Parties in a Rule of Reference according  
to the Statute &c. The Parties appear & the Reference by

157  
sum chosen said into Court their award viz. That the said Abraham  
have and recover against the said Sam<sup>r</sup> The Sum of Three Pounds seven  
shillings & one penny & Lawful Damages & the Sum of One Pound  
five shillings & six pence Cost of Referee. The Cost of Court to be  
tamed by the Court - which award is accepted & it is considered  
by the Court that the said Abraham Williams do recover ag<sup>t</sup> the  
said Samuel Clark Three Pounds seven shillings & one penny  
& Lawful Damages & Costs of Suit taxed at £. 7. 5 & thus of 2

Done in May 26 1795

Humblly Shews Aaron Gillet Administrator on the Estate of Elijah  
Bartholomew late of Middlefield in the County of Hampshire Dec<sup>d</sup>  
that the Debts due from said Estate and the Adm<sup>r</sup> Act allowed  
exceeds the personal Estate & Credits the Sum of Three Hundred &  
Sixty Pounds 2/12 and that the whole of his real Estate was inven-  
toried at £250 only & he therefore prays your Honours  
to License him to sell the whole of said real Estate for the payment  
of Debts as the Law directs - Which Petition being read together  
with a Certificate from the Register of Probate for said County  
of Hampshire certifying that the said Estate is insolvent -  
It is therefore considered by the Court that the Prayer thereof  
be granted & that the said Adm<sup>r</sup> may be empowered to sell  
the whole of the real Estate of said Deceased he Observing &  
attending to the Law in such case made & provided -

Aaron Gillet  
Adm<sup>r</sup> Pet<sup>r</sup>

May 27 1795

Humblly Shews Susanna Byham Adm<sup>r</sup> on the Estate of Jonas By  
ham late of Greenwich in the County of Hampshire dec<sup>d</sup> that the  
Debts due from said Estate after deducting the Widows allowance  
Court of Administration exceed the personal Estate & Credits the sum  
of twenty three Pounds 9/5 your petitioner therefore prays your  
Honours to license her to sell so much said Real Estate as  
will produce said sum & Costs of Court & Costs of Sale - Which  
Petition being read together with a Certificate from the Judge of Pro-  
bate for sd County certifying that the facts stated in the foregoing  
Petition are true and that it is necessary in his Opinion that  
so much of said Real Estate should be sold as will produce sum  
of £ 23. 9. 5 & charges - It is therefore considered by the Court  
that the said Adm<sup>r</sup> may be empowered to sell so much of the real  
Estate of said Dec<sup>d</sup> as will produce the sum of twenty eight Pounds

Byham Adm<sup>r</sup>  
Pet<sup>r</sup> Sale of land

May 27 1795

Lawful me the Attending to the directions of the Law in such  
Case made & provided

Morris Adm<sup>t</sup>  
Pet<sup>r</sup> Salada  
May 27 3 1745

Humbly shew Elisabeth Morris Adm<sup>t</sup> on the Estate of William  
Morris late of West Springfield in said County of Hampshire Du<sup>t</sup>  
that the Debts due from said Estate cost of Administration thereon  
and the Widows Allowance exceed the personal Estate the sum  
of seven Pounds 2/6 3/4 & that the real Estate was inventoried  
at twenty five Pounds 4/ she therefore prays your Honours  
to license her to sell the whole of the real Estate Subject the  
Widows incumbrance of her Right of Dower therein during  
her Life for the payment of said Debts & costs of Court & Sale &  
that the overplus of the proceeds of said Sale if any there shall  
be after paying said Debts & charges may be disposed of accord-  
ing to Law Which said Pet<sup>r</sup> being read together with a cer-  
tificate from the Judge of Probate for<sup>d</sup> County certifying that  
the facts stated in the foregoing Pet<sup>r</sup> are true & that in his  
Opinion after the Sale of the same real Estate is made the  
Residue will be of but little Value to the Heirs & that it is  
necessary the whole should be sold - And it is considered by  
the Court that the said Adm<sup>t</sup> be empowered to sell the whole  
of the said Estate she attending to the directions of the Law  
respecting the Sale of such Estates

Proposed by  
Baldwin  
May 27 4 1795

Abner Rose of Granville in the County of said Yeoman &  
Daniel Rose of Barkhamstead in the County of Litchfield  
and State of Connecticut Yeoman & Russell Rose of Norfolk in said  
Litchfield County Eben<sup>r</sup> Rose of Newbury Port in the County of  
Essex Yeoman & Stephen Murray of Sudbury in the County  
of Rutland and State of Vermont Yeoman & Louisa his Wife  
and Abner Adams of Phillipston in the County of Hampshire  
with<sup>d</sup> & State of New York Yeoman & Mary his Wife & Jacob Baldwin  
of Granville in the County of Hampshire Gent<sup>l</sup> Parties in a  
Rule of Reference according to the Statute in the Partis app<sup>r</sup> and  
the Reporters by them chosen sent into Court their oaths  
Viz that the said Jacob Baldwin have seized & possession of  
the within described Land bounded as follows lying in the  
Middle Parish in Granville bounded South on the County

road West on said Jacob Baldwin's Land and Elkhulshins Land  
 North on Ebenezer Baldwin's Land East on Pitts Land so called & on Land  
 belonging to the Heirs of Samuel Coe late of said Granville deceased &  
 Samuel Dod Wilson Land being all the Land that was lately owned  
 by Daniel Rose late of said Granville deceased & that the said Jacob  
 Baldwin pay to the said Eben Rose Daniel Rose Abner Rose Rufel  
 Rose Stephen Murray and Louisa Murray Horaw Adams and  
 Mercy Adams the Sum of Thirty Pounds Lawful Money without  
 any further Costs whatsoever & this is our final Award & Determini-  
 nation Which Award is accepted and it is considered by the Court  
 that the said Jacob Baldwin do recover <sup>against them</sup> Pop against the said  
 Eben Dan Abner Rufel Stephen Louisa Horaw & Mercy Seinin  
 and Possession of the aforesaid Land and that the said Eben Dan  
 Abner Rufel Stephen Louisa Horaw & Mercy do recover against  
 the said Jacob Thirty Pounds of Lawful Money without Costs

Execut<sup>d</sup> May 27 1795

Bildad Fowler and George Granger Jur<sup>s</sup> of Southwick in the County of Hampshire & Parties in a Rule of Reference according to the Statute & The Parties appear and the Referees by them chosen send into Court their Award viz That the said Bildad Fowler is indebted & shall pay to the said George Granger the Sum of One Pound Eight Shillings Lawful Money including Debt and Costs of Reference Which Award is accepted and it is considered by the Court that the said Granger do recover ag<sup>t</sup> the said Bildad One Pound Eight Shillings Costs of Court & there of

Fowler vs  
Granger  
May 27<sup>th</sup> 1795

Ephraim Williams & Rowland Seare both of Goshen in the County of Hampshire and Selectmen of the said Town and Oliver Taylor & Nehemiah May both of Goshen <sup>in the County</sup> of said and by Vote of the said Town hereto empowered Parties in a Rule of Reference according to the Statute & The Parties appear & the Referees by them chosen send into Court their Award viz That they find that the Survey and Confirmation of the Lands to the Original Proprietors of the Town of Goshen was prior to that of Goshen We therefore award that a straight Line from a Maple Tree at the Northwest Corner of the Town of Goshen which was originally marked thus Q on two sides and with the Letters I W R W. & L and some other Letters a part of which however appear

Williams & al  
vs  
Ol<sup>r</sup> Taylor & al  
May 27<sup>th</sup> 1795

to have been lately effaced to the known boundary at the Northeast  
Corner of Daniel Kelloggs Farm and thence in a Line which  
shall generally raise or strike the Marked Trees and other Monu-  
ments which are the North Bounds of the North tier of lots in the  
Town of Goshen until the said Line shall come to a Point where  
the east Line of the Town of Goshen according to Mr Whitcomb's  
Original Survey of it intersects the same is and shall ever re-  
main the dividing Line between Ashfield and Goshen and as  
we have not found any blamable negligence or dishonesty  
in the Parties which has caused the present dispute but that  
it has grown out of accident and such circumstances as  
are not to be prevented or foreseen we further award that the  
Parties equally pay the cost of this reference which we appor-  
t at seven Pounds six shillings & two pence. Which award  
is accepted and approved by the Court.

Willard Adm<sup>r</sup>  
Deft's Solicitor  
May 20<sup>th</sup> 1795

Humbly shews Joseph Wales that Letter of Administration has  
been granted him by a Court of Probate held at Worcester in  
and for the said County in the Estate of L<sup>ts</sup> Willard late of  
Lancaster in s<sup>d</sup> County of Worcester Esq deceased that  
the said Joseph hath exhibited an Inventory of said Estate  
amounting to Real £348 Personal £90-13-11 in  
the s<sup>d</sup> County of Worcester and real Estate in the s<sup>d</sup> County  
of Hampshire amounting to £77-1p and that the Debts  
due from said Estate allowed by Commision and Referees on  
the same amount to £16 06. 3. 3 $\frac{1}{4}$  he therefore prays that  
leave may be granted to the said Administrator to sell the real  
Estate of the said L<sup>ts</sup> to pay the Debts aforesaid. Which s<sup>d</sup>  
Petition being read together with a Certificate from the  
Judge of Probate for s<sup>d</sup> County of Worcester certifying the facts  
above stated & that in his Opinion it would be necessary  
that the prayer be granted and it is considered by the  
Court that it be granted accordingly and that the Adm<sup>r</sup>  
be hereby empowered to make sale of the whole of the real  
estate of s<sup>d</sup> Decedent lying in s<sup>d</sup> County of Hampshire he  
attending to the Directions of the Law respecting the Sale  
of Decedent's Estates &c

159  
Humbly Shews Sanford Thompson of Blanford in the County of  
Hampshire Gentleman that he recovered Judgt against Isaac  
Blair of said Blanford Yeoman before Justice Ashmun Esq<sup>r</sup> one of  
the Justices of the Peace for the said County in the Third day of April May 203 1795  
1795 for the sum of twelve shillings lawful money Damages  
and the sum of fourteen shillings & six pence Costs of Suit for  
which Judgt the said Isaac appealed to this Court & recog-  
nized to prosecute his appeal with effect but has failed to do it.  
Wherefore your Compt<sup>y</sup> prays that the said Judgt may be affirmed  
with additional Damages and Costs which Complaint being  
read it is considered by the Court that the prayer thereof be  
granted and that the said Sanford do recover ag<sup>t</sup> the said Blair  
twelve shillings of Lawful Money Damages & Costs of Suit  
taxed at £2.2.10 in affirmation of the aforesaid Judgt to  
gother with additional Costs

Ex<sup>am</sup> ip<sup>o</sup> May 26 1795

Humbly Shews Rebecca Carnahan of Blanford in the County  
of Hampshire Widow that she recovered Judgt before Justice Ash-  
mun Esq<sup>r</sup> one of the Justices of the Peace for the said County on the  
twenty seventh day of February 1795 against David McCon-  
ingy of the same Blanford Gentleman for the sum of two Pounds  
six shillings and three pence two farthings Damages & Costs of  
Suit taxed at twelve shillings from which Judgt the said David  
appealed to this Court & recognized to prosecute his Ap-  
peal with effect but has failed to do it he therefore prays Affirma-  
tion of Judgt with additional Damages & Costs which Complaint  
being read it is considered by the Court that the said prayer thereof  
be granted and it is further considered by the Court that the  
said Rebecca do recover against the said David two Pounds six  
shillings & three pence two farthings Damages and Costs of Suit taxed at  
£1.19.0 in affirmation of the aforesaid Judgt & Costs

Ex<sup>am</sup> ip<sup>o</sup> May 26 1795

Humbly Shews Elias Locum of Gromville in the County of Hamp-  
shire that on the 24<sup>th</sup> Day of Jan<sup>y</sup> last past Abner Rivington  
mined his Action of Replevin against the said Elizer for one pair  
of Black and White Cattle Oxen declaring them to be the Prop-  
erty of said Abner which Writ of Replevin on the same Day was  
served on the said Elizer by leaving a copy thereof with the said Elizer  
and taking said Cattle returnable to this Court & the said

Winer hath neglected to enter & prosecute his said Action  
Wherefore the said Elazer prays for a return & restoration  
of the Property the said Cattle & plevied & Damages for the taking  
to the amount of six per cent on the Bond with reasonable Costs  
Which Compt being read it is considered by the Court that  
the prayer thereof be granted and Restoration of the Property  
be made and it is further considered by the Court that the  
Elazer do recover ag<sup>t</sup> the said Winer One Pound eight Shillings  
& Lawful Money Damages & Costs of suit taxed at £1. 14. 9  
Thereof &c  
Exce<sup>pt</sup> June 11<sup>th</sup> 1795

Subscribed by  
Pet<sup>r</sup> for the said  
May 20<sup>th</sup> 1795  
Thumby Shue Joseph Church of Sharnest in the County of  
Hampshire Yeoman Adon<sup>r</sup> in the Estate of Barnabas Salin  
late of said Sharnest died that the Debt due from the Estate  
of said deceased and Costs of Administration exceed the amount  
of the whole of the Personal Estate of the said dec<sup>d</sup> by the sum of  
twenty one Pounds sixteen Shillings and six pence and that it  
is necessary that so much of said real Estate be sold as to pay  
the same and Charges of Sale The said Joseph therefore prays  
that he may be authorized and licensed according to Law in such  
Case provided to make Sale of so much of the real Estate of the said  
deceased as shall be necessary to satisfy the just Debts which the  
deceased owed at the Time of his Death with charges of Adminis-  
tration and all incidental Charges. Which said Petition  
being read together with the Certificate of the said Dec<sup>d</sup>  
signifying his consent to the Sale mentioned in the said Pet<sup>r</sup>  
it is considered by the Court that the prayer thereof be granted  
and that the said Dec<sup>d</sup> be empowered to make Sale of so much  
of the real Estate of said Dec<sup>d</sup> as shall produce the sum of twenty  
seven Pounds Lawful Money in a Handing to the direction  
of the Law in such Cases provided &c

Edward Ephraim  
Attorney  
Edward Ephraim Gent<sup>r</sup> is now admitted to be an Attorney  
in this Court, & the Act is required by the Constitution of the  
Courts. & the Governor's oath & by the Statute of this Com-  
monwealth were administered to him & qualify him to exercise  
the Duties of said Office

The foregoing Judgments Orders &c being read & entered  
up in Minutes all Form & process when the Court was  
adjourned without Day  
Attest Robt Beck Clerk





Hampshire

At the Court of Common Pleas holden at North  
amherst in & for the County of Hampshire on the first  
Tuesday of September being the fourth day of said  
month and from day to day to the eighth day of  
month Anno Domini 1795

September  
Term  
1795

Justices of said Court present

Wesley Parker Esq<sup>r</sup>  
John Phelps Esq<sup>r</sup>  
Samuel Mather Esq<sup>r</sup>  
Samuel Leman Esq<sup>r</sup>

Jury of Trials

George Grevel Foreman  
James Turnham  
Daniel Pelding  
Jonathan Dickinson  
Abner Weeks  
Perry Babcock  
Rufus Bates  
James Shulburt Town<sup>sm</sup> & Wick No  
William Salisbury  
Hezekiah Lankorn  
Isaac Stacy absent  
Eben<sup>r</sup> Loomis absent  
Daniel Leonard  
Asa Wriggals  
Rufus Phelps  
Hollister Parker  
Leah Smith

Cases to the Jury

Barnard vs Richards 2<sup>d</sup> day  
Walter Tobes & Repley Toury de Tal<sup>r</sup> were on  
Smith vs Taylor 4<sup>th</sup> day  
James Bradish & Sonah Bradish de Tal<sup>r</sup> were on  
Goodman vs Sherman 5<sup>th</sup> day  
Sam<sup>l</sup> Fiskmerick & Job Clark de Tal<sup>r</sup> were on  
Spicer vs Holland 6<sup>th</sup> day  
Dan<sup>l</sup> Leonard was absent and  
Sept<sup>r</sup> Phelps & Elijah Smith de Tal<sup>r</sup> were on  
Allen vs Redcliffe 6<sup>th</sup> day

dismiss<sup>d</sup> 2<sup>d</sup> day after 1<sup>st</sup> Case

The following Jurors were returned  
the sixth day of the Term

Phineas Woodworth of Granville in the County of Hampshire  
Yeoman Plf vs John Ely of Westspringfield in s<sup>d</sup> County Yeoman  
Def<sup>t</sup> In a Plea of Trespass &c as set forth in Declaration  
on File - This action was entered at the last Jan<sup>y</sup> Term  
1794 at which time the Parties appear and agree to refer  
this Case to the Judgment and determination of Nath<sup>l</sup>  
Leavitt H. Whitney & Rufus Watwater the award of them or  
any two of them to be final Whereupon it was then con-  
sidered by the Court that the s<sup>d</sup> Parties have Day in Court  
until the next Term and the Case was contin<sup>d</sup> from  
thence to this Time and now the Def<sup>t</sup> appears and prays  
the Rule may be discharged and it is considered by the  
Court that it be discharged The Plf being three times  
called is Nonsuit Whereupon the Def<sup>t</sup> prays Judgt  
for his Costs and it is considered by the Court that the said  
John do recover against the s<sup>d</sup> Phineas his Costs taxed at  
\$23.33<sup>1</sup>/<sub>3</sub>

Exam<sup>d</sup> in s<sup>d</sup> Sept<sup>r</sup> 14 1795

Woodworth

at

Ely

Jan<sup>y</sup> 1794

Clap vs  
Lee  
Jan 7 22<sup>y</sup> 1794

Extra Clap of Westfield in the County of Hampshire Genl  
vs John Lee Jun of the same Westfield Yeoman Deft In  
a Plea of Trispass on the Case for that said John at said  
Westfield on the last Day of October last past was justly in  
debted to said Extra in the sum of Ninety Pounds Lawful  
Money for sundry Goods Wares and Merchandise and articles  
of Acc<sup>ts</sup> then before that time sold and delivered had & recd  
at the special instance and request of the said John then  
before that time and being indebted he then and there in  
consideration thereof a promise on himself and faithfully  
promised the said Extra to pay him the same on Demand  
yet said John tho<sup>o</sup> often requested hath not performed his  
Promise but wholly neglects it to the Damage of the  
Extra Ninety Pounds This Case was brot up from Sar'y  
Term 1794 and from thence contin'd to the Sept Term following  
at which time the Parties appeared and agreed to refer this  
Case together with the Case of Lee vs Clap which was  
appealed at the May Term 1794 to the Supreme Judicial  
Court to the Judgment of William Pynchon Esq Jonathan  
Judd Esq Esq and Mr Titus Doobittle the award of them  
or any two of them to be final to be returned into Court  
Judgt to be made up and Exam<sup>d</sup> & filed accordingly which  
agreement of the Parties was then made the Rule of this Court  
in this Case and it was considered by the Court that they  
have Day in Court until the 2<sup>d</sup> Tuesday of November  
then next at which time the s<sup>d</sup> Parties appeared &  
the Case was contin'd by agreement from Term to Term  
to this time And now the s<sup>d</sup> Parties again appear  
and the Referees by them chosen send into Court their  
award viz that the s<sup>d</sup> John Lee Jun do recover ag<sup>t</sup> the s<sup>d</sup>  
Extra Clap the sum of twenty seven Pounds six shillings  
and three Pence Lawful Damages & Nine Pounds 1/2 Cost  
of this Superior Court of Court to be taxed by the Court which  
is considered by us when paid as a settlement of the two Cases  
which are submitted to our Determination which Award  
is read and accepted And it considered by the Court that  
the said Lee do recover against the s<sup>d</sup> Clap Ninety One & 1/2

and four lents Damages and Costs of Suit taxed at Doll<sup>rs</sup> 36.94  
and thereof 8s

Exon<sup>is</sup> Sept 10<sup>th</sup> 1795

162

Hampshire s<sup>e</sup> either of the Coroners of our County of Hampshire Porter vs  
or either of their Deputies Grubing, Thomas Elisha Porter of Trask  
Haddley in the County of Hampshire ap<sup>d</sup> Esq<sup>r</sup> & J<sup>st</sup> of the same Jan (244) 1794  
County before our Justices of our Court of Common Pleas holden  
within and for our said County of Hampshire at Springfield on  
the Third Tuesday of Jan<sup>y</sup> in the Year of our Lord seven hundred  
and ninety two by the consideration of our said Justice recon  
ciled Judgt ag<sup>t</sup> Rufus Trask Husbandman an Urijah Ward  
Husbandman both of Palmer in said County Israel Trask of  
Brimsfield in the same County Physician for the sum of One  
Thousand Thousand Pounds the Penalty of a Bond with Condition  
to perform Covenants Contracts and agreements to be done  
at several times upon which Ind<sup>y</sup> of our S<sup>d</sup> Court awarded  
Execution for the sum of twenty three Pounds seven shillings  
and six pence Damage which the said Elisha had at that time  
sustained by the Non performance of the Condition of Bond  
and Cost by him about his Suit in that Behalf expended as  
to us appears of Record Now the<sup>d</sup> Elisha avers that since  
the awarding of the Exon<sup>is</sup> of our said he has sustained other  
and further Damages by the Breach & Non performance  
of the several Covenants Contracts & agreement in the Con  
dition of the Bond aforesaid to the amount of Two Hundred  
Pounds whereof the said Elisha hath made application to  
us to provide remedy for him in that behalf Now to the  
end that Justice be done We command you that you  
make known unto the<sup>d</sup> Rufus Urijah & Israel that  
they be before our Justices of our Court of Common Pleas ap<sup>d</sup>  
to be holden within and for our said County at Springfield  
on the Third Tuesday of Jan<sup>y</sup> Inst to shew cause if any they  
have wherefore the said Elisha ought not to have his Ex  
ecution against them The S<sup>d</sup> Rufus Urijah & Israel  
for his other and further Damages as set forth in this Writ<sup>er</sup>  
which it shall to our<sup>d</sup> Court appear he has sustained &  
further to do and receive that which our S<sup>d</sup> Court shall  
there consider & have there this Writ<sup>er</sup> Witness Elias  
Porter Esq<sup>r</sup> L<sup>rd</sup> This Case was entered at the Jan<sup>y</sup> Term  
1794 at which Time the<sup>d</sup> appeared & the Deft<sup>s</sup> the three

times called to come into Court made Default of Appearance  
and the Case was contin'd for Judg<sup>t</sup> from Term to Term to  
this Time And now tho<sup>y</sup> appears and prays Judg<sup>t</sup> for  
Whereupon it is considered by the Court that tho<sup>y</sup> may  
have his Excon<sup>r</sup> vs Def<sup>t</sup> for Fifty Five Dollars & Forty Nine  
Cents for his Dam<sup>s</sup> sustained since ye former Excon<sup>r</sup> & for his  
and Costs of Court taxed at 20<sup>t</sup> 14, 32 — — — — — therefore

Excon<sup>r</sup> sp<sup>d</sup> Sep 10 1795

Field vs  
Barnard et al  
Jan 25 1794

Samuel Field of Deerfield in the County of Hampshire Gent  
Executor of the last Will & Testament of David Field late of  
Deerfield Esq<sup>r</sup> deceased Pl<sup>y</sup> vs Joseph Barnard Gent & Sons  
Barnard Esquires both of Deerfield afores<sup>d</sup> Administrators on the  
Goods & Estate of Joseph Barnard late of sd Deerfield deceased  
Def<sup>t</sup> In a Plea de<sup>r</sup> as set forth in the Declaration on file &c.  
This Action was entered at the Jan<sup>y</sup> Term 1794 & from thence  
contin'd from Term to Term to this Time and now neither  
Party appearing this Case is dismissed &c

Smith ap<sup>t</sup> vs  
Pratt ap<sup>t</sup>  
May 20 1794

Ebenezer Smith of Granville in the County of Hampshire  
Ap<sup>t</sup> vs Jared Pratt of the same Granville ap<sup>t</sup> from the  
Judg<sup>t</sup> of Sarah Harvey Esq<sup>r</sup> in which Original Case the  
Smith was Pl<sup>y</sup> and sd Pratt Def<sup>t</sup> In a Plea de<sup>r</sup> as set forth  
in the Declaration on file &c. This Action was entered at  
the May Term 1794 and contin'd from thence from Term to  
Term to this Time and now neither Party appearing this  
Case is dismissed &c

Maynard et al  
vs  
Tobes  
May 10 1794

Moses Maynard of Montgomery in the County of Hampshire  
Yeoman & Stephen Maynard of Southampton in the said  
County Yeoman Pl<sup>y</sup> vs Lemuel Tobes of Norwich in the  
County of said Yeoman Def<sup>t</sup> In a Plea de<sup>r</sup> in the  
said Moses & Stephen Demand vs the said Lemuel the Copy  
of a Tract of land lying in Norwich afores<sup>d</sup> with the appur  
tenances bounded and included in the following Lines  
beginning at a Stake under a cross born Hundred and Fifty  
Feet South Forty four Degrees West from the Southeast Corner  
Bound of a Tract of land belonging to John Sprague and  
then said Stake and then North by an S. Sprague & then South  
to his Interest Corner bounds and continuing the same

point till it comes to the West Line of what is called Ingersolls Grant  
and from thence East thirty three Degrees South untill a Line of the  
same Point of what is called Webb's West Line will lead to the Northwest  
Corner Bounds of the said Webb's Tract and from thence Northwily to the  
first mentioned Bounds of which the said Lemuel unjustly & without  
Judgt dissid the S<sup>r</sup> Moses & Stephen within thirty Years now last  
past and where upon the S<sup>r</sup> Moses & Stephen say that they themselves  
within the said Term of thirty Years now last past were Seised of  
the said Tract of Land with the Appurtenances in their Dememe  
as of Fee and Right in the Time of Peace taking the Profit thereof  
to the Value of Five Pounds by the Year and into which the said Lem<sup>uel</sup>  
hath not entry unless by Dissidion as aforesaid & thence the S<sup>r</sup>  
Moses & Stephen bring this Suit to the Damage of the S<sup>r</sup> Moses &  
Stephen One Hundred & Fifty Pounds This Case was commenced  
at the May Term 1794 and contin<sup>d</sup> from thence from Term to  
Term to the Juny Term 1795 at which Time the S<sup>r</sup> Parties appeared  
and Caleb Tobes of S<sup>r</sup> Norwich comes into Court & agreed to be  
considered as a Defendant in this Case and the S<sup>r</sup> Moses Stephen  
and Lemuel & Caleb did agree to refer this Case to the Determin  
ation of W<sup>m</sup> Shepard Justin Ely & W<sup>m</sup> Symeason Esq<sup>r</sup> to award  
and Determine to whom the Land or any part thereof describ  
ed in the writt belongs & that the award of said Referees or  
any two of them to be final & that Judgt be rendered thereon  
& execution accordingly Which agreement of the Parties afores<sup>d</sup>  
was then made the Rule of Court in this Case and it was consid  
ered by the Court that the Parties afores<sup>d</sup> have Day in Court un  
till the third Tuesday of May <sup>then</sup> next & the Case was contin<sup>d</sup> from  
thence to this Time And now the S<sup>r</sup> Parties appear and  
the Referees by them chosen send in to Court their Award  
Viz that the said Caleb & Lemuel or either of them did not  
dissid the said Moses & Stephen of the Land within mentioned  
and that the S<sup>r</sup> Moses & Stephen have no right of action ag<sup>t</sup>  
the said Caleb and Lemuel for the Lands mentioned within  
and that the said Moses & Stephen have no legal Title to the  
S<sup>r</sup> Lands but that the same are the Property of the said Caleb  
and Lemuel who ought to hold and enjoy the same against  
all Claims of the said Moses & Stephen Also that the said Moses  
and Stephen shall pay to the S<sup>r</sup> Caleb & Lem<sup>uel</sup> the Costs of Court  
to be taxed by the Court and also the Costs of this Referees  
being Eight Pounds Thirteen Shillings & Nine Pence  
which S<sup>r</sup> Award is read and accepted and it is considered by  
the Court that the said Caleb & Lemuel do recover against the S<sup>r</sup>

thousand Stephen their Contrivance of this Suit  
found at Dollars 40,20 & there of 8/6  
Exon 26 Sept 12 1795

Tillotson vs  
Gillet  
Sep 16 1794

Jonathan Tillotson of Granville in the County of Hampshire  
Yeoman Plf vs Thomas Gillet of Granville aforesaid Gent. Deft  
Jura Plac of Insuper for that the said Thomas at Granville  
aforesaid on the first Day of November in the Year of our Lord  
Seventeen Hundred & Ninety one and on divers Days &  
Times between said first Day of November the first Day of  
January in the Year of our Lord Seventeen Hundred & Ninety  
four with force and Arms broke and entered the Plaintiffs  
Close in Granville aforesaid called & known by the name of  
the Negus Lot bounded East on the County Road South on  
Land of the said Jonathan North on Land of Abner Rising  
West on Land of Noyes. & therein containing Thirty seven Acres &  
three Quarters of an Acre & with like force & Arms cut down &  
carried away the best Timber Trees of the Plf then growing of the  
Value of Seven Pounds and with Horses Oxen & Cows broke down  
hills and destroyed divers small Trees and underwood of the  
Plf then and there growing to the Value of other ten Pounds  
and destroyed the Plf Fences round said Land to the Value  
of Ten shillings & other Wrongs & Injuries to the said Jon  
athan thus & there did contrary to Land against the Peace  
of the Commonwealth & to the Damage of the said Jonathan  
as he saith the sum of Ten Pounds. This Action was com-  
menced at Sept Term 1794 & contin'd from thence to this  
Time and now the Plf appears by George Blip Esq. his Att<sup>y</sup>  
and the Deft likewise by Jos. Lyman Esq. his Att<sup>y</sup> comes  
in to Court and defends the Peace and Injury when & &  
for Plea says he is not Guilty in manner & form as the  
Plf in his Declaration against him hath alleged & thereof  
puts himself on the Country And the Plf reserving Liberty  
to himself to alter his Plea & to join the Issue tendered upon  
Trial. The J<sup>ud</sup>icial says the Plea of the said Thomas is insuffi-  
cient in Law & to which he is not holden by Law to  
answer wherefore he prays Judgment that his Damages &  
Costs may be allowed him And the D<sup>ef</sup> Thomas says his Plea  
is sufficient in Law to & Reservation Whereupon all  
the singular the Parties being seen and by the Court

understood it appears to the Court that the Plea aforesaid of the said Thomas  
and by him Pleaded and the matters therein contained is a full and  
sufficient answer to the Declaration of the said Jonathan ~~de la Roche~~  
Decided and that the said Jonathan by his Plea aforesaid ought to receive  
nothing Therefore it is considered by the Court that the said Jonathan  
by his Plea aforesaid do receive nothing but that for his Grounds  
claim he be in mercy and it is further considered by the  
Court that the said Thomas do recover against the said Jonathan  
his Costs in defending this Suit taxed at  
Whereupon the said Jonathan by his Att'y aforesd appeals from  
the Judgment of this Court to the Supreme Judicial Court  
next to be holden at Northampton within and for the County  
of Hampshire on the fourth Tuesday of September Inst &  
he recognises with Sureties as the Law directs for the said  
Jonathan prosecuting the same with effect as by the Cogni-  
zance on file does appear &c

164

The Town of Underland in the County of Hampshire Simp<sup>r</sup> vs  
The Town of Deerfield in said County as set forth in the Writ on  
file &c This action was commenced at the Sept Term 1794  
and from thence continued from Term to Term to this time  
and now neither Party appearing this Cause dismissed &c

Sunderland  
Deerfield  
Sep 29 1794

Moses Rogers of Rowe in the County of Hampshire Yeoman  
Plf vs John Wells of Rowe aforesaid Gent<sup>r</sup> Deft In a Plea &c  
as set forth in the Declaration on file &c This action was  
commenced at the Sept Term 1794 and from thence continued  
from Term to Term to this time and now the Plf being three  
times called to come into Court is Nonsect the Deft appears  
and prays Judgt for his Costs, Wherefore it is considered by  
the Court that the said John do recover against the said Moses  
his Costs in defending this Suit taxed at Dollars 30, 11 C<sup>ts</sup>  
thereof &c

Roger vs  
Wells  
Sept 19 1794

Exec<sup>on</sup> of Sept 12<sup>th</sup> 1795

James Mitchell Gent<sup>r</sup> & Stephen Mix Mitchell Esq<sup>s</sup> both of  
Wethersfield in the County of Hartford and State of Connecticut  
& David Mitchell of South Hadley in the County of Hampshire  
Gent<sup>r</sup> Executors of the last Will and Testament of James Mitchell  
late of Wethersfield aforesaid Gent<sup>r</sup> dec'd and in S<sup>d</sup> Capacity  
Plf vs Joseph Woodcutt of Landisfield in the County of Berkshire  
husbandman Deft In a Plea of trespass on the Case for that  
the said Joseph at Wethersfield to wit at Northampton aforesaid  
on the twenty seventh Day of June in the year of our Lord 1771

Mitchell &c  
vs  
Woodcutt  
Sep 26 1794

by his Will of 1st and 2nd of that Date for Value recd promised the  
said James the Testator then alive to pay him or his Order twelve  
Pounds Lawful Money in three months after the Date of the said  
Note & if not paid at that time then to pay Interest till paid  
Also for that the said Joseph at 2d Northampton on the 27th Day  
of Jan<sup>y</sup> in the Year of our Lord 1775 being justly indebted in  
another Sum of Twelve Pounds Lawful Money for the like Sum of  
Money there before that time had advanced by the said Joseph for  
the said James & to his use at his the said Josephs special  
Instance and request in Consideration the said Joseph under  
took and to the said James then & there faithfully promised  
to pay him the same Sum on Demand meaning to pay  
the Interest after three Months till paid yet the said Joseph the  
often requested hath not paid either of said Sums to the said  
James the Testator in his Life Time nor hath the said Joseph  
the often requested by the said Executors since the said Testators  
Death ever paid either of said Sums to the said Executors or  
either of them but is unjustly neglects it to the Damage  
of 2d James Stephen & David in their Capacity Thirty  
five Pounds This Case was commenced at the Sept Term  
1774 and from thence continued from Term to Term untill the  
last May Term at which Time the Parties appeared in  
Court and agreed to refer this Case with all Demands to  
the Judgment & Determination of 2d Mr Peter Roling Esq  
Mr W. Williams Esq & Capt E Wright the award of them or  
any two of them to be final to be returned into Court  
Judgt to be made up & Execd if so accordingly which  
Judgment of the Parties was made the Rule of this Court  
in this Cause and it was then considered that the Parties  
have Day in Court till the next Term & the Case  
was continued from Thence to this Time & now the Parties  
appear & the Referees by them chosen send into Court their  
Award & say that the said Esqs in their Capacity aforesaid  
do recover of the said Joseph Woolcott the Sum of thirty Pounds  
Ten Shillings & four Pence Lawful Money Damages and  
costs & Expenses amounting to the Sum of five Shillings  
and six Pence & the Cost of Court to be paid by the Court  
which award is accepted by the Court and it is con-  
sidered by the Court that the Plaintiffs stand in their aid  
& partly secured against the said Joseph (Def<sup>t</sup>)

One Hundred and one Dollars & five Cents Damages & Costs of Suit  
told at 23 Dollars, 3 cents & there of &c) Do. in. 1st Sept 11 1795

165

David Dickinson of Dursfield in the County of Hampshire Gentleman  
Pl. vs William Ewing of Weston in the County of Middlesex formerly  
Clerk at Law Yeoman Deft. In a Plea of the Case for that Thomas  
Ansd. Wm. of Greenfield aforesaid on the fifth Day of July in the  
Year of our Lord one thousand seven hundred and Ninety three by  
his Retainer & his Hand of Atty. dated for Value recd promised the  
Pl. to pay him on Order the Sum of One Hundred and Forty five  
Pounds & Silver 17/6 on Demand with the Interest yet he hath never  
paid the same and requested but neglects it &c. The Damage  
of the said David One Hundred and Forty Pounds. This Case was  
entered at the last Nov. Term and contin'd from thence from  
Term to Term to this Time And now Pl. appears by J Hooker  
Esquire his Atty and the Deft by Jona Leavitt Gent his Attorney  
comes and defends himself and reserving Liberty to Plead  
anew at the Supreme Court says he is not guilty in man-  
ner & form &c. And the said David by his Atty aforesaid  
consenting to said Reservation says that the Plea of the D  
William & matters therein contained are insufficient in Law  
& there of prays Judgment and the said Wm says it is sufficient  
Whereupon all & singular the Premises being said by the  
Court and also it appears to the Court that the Plea aforesaid  
of the D William & by him Pleaded and the matters therein  
contained are an insufficient answer to the Declaration  
of the said David and it is considered by the Court that  
the said David by his Plea aforesaid do recover against  
the said Wm Four Hundred & Eighty two Dollars Damages  
and Costs of Suit taxed at 16 Dols 07 Cts & there of &c  
Whereupon the said Wm by his Attorney appeals from  
the Judgment of this Court to the Supreme Judicial Court to be  
holden at Northampton within and for the County of  
Hampshire aforesaid on the fourth Sunday of Sept next  
and he recognises with Sureties as the Law directs for the  
said Williams prosecuting his Appeal with effect &c  
as by said Recognizance on File does appear &c  
Thompson Maxwell of Chesterfield in the County of Hamp  
shire Gent Pl. vs Jmos Wood of Buckland in D County  
Yeoman Deft In a Plea &c as set forth in the Declaration  
on File &c This Action was commenced at the last Juny  
Term and contin'd from thence from Term to Term to this Time  
and now that the Party appearing this Case is dismissed &c

Dickinson vs  
Ewing  
Nov 73 1794

Maxwell vs  
Wood  
Jan 7 1795

James vs Jacob Jones of Wilham in the County of Hampshire Gent<sup>r</sup>  
Spear vs Frederick Spear of Shutesbury in our S<sup>d</sup> County Yeoman  
January 5<sup>th</sup> 1795 Deft<sup>r</sup> Ina Plea set forth in the Declaration on File  
&c, This case was commenced at the last Party Term at which  
time the Parties did appear and agree to a Reference in  
this case and the case was contin<sup>d</sup> from Term to Term to  
this time and now neither Party appearing, this case  
is dismissed &c

Barnard Esq<sup>al</sup> vs Salah Barnard of Deerfield in the County of Hampshire Esq<sup>r</sup>  
23  
Richard vs Rebecca Genie of Greenfield in S<sup>d</sup> County Widow Amasa Thelen  
of Barnardston in said County Gent<sup>r</sup> vs James Richards  
of Plainfield in said County Gentleman Deft<sup>r</sup> Ina Plea  
July 5<sup>th</sup> 1795 of Entry upon Disposition in which the said Salah Rebecca  
Amasa demands ag<sup>t</sup> the S<sup>d</sup> James the Possession of a certain  
Tract of Land containing Six Hundred Acres lying in Plain  
field afores<sup>d</sup> that is to say the same Tract of Land which was  
granted by the General Court & originally laid out to John  
Barnard to satisfy for his Right in the upper town of Nashua  
and was laid out on the Northern Branches of Westfield  
River West of a Place called Trunk Town now Ashfield in S<sup>d</sup>  
County of Hampshire and is bounded South by Land origin  
ally laid out to Experimene Mayhew and on all other Parts  
on these unappropriated Land beginning at a Place  
where was a hard maple Tree marked with the Letters  
I B on the East side of a Beach Hill and on the West side  
of a small Brook from which the Line bounding the Premises  
runs West four Hundred & twenty Perch and from thence  
the Line bounding the same runs South two Hundred &  
twenty Eight Perch and Nine Feet & thence East four Hun  
dred and twenty Perch and thence North to the first mention  
ed Corner, at the Northwest Corner of the Premises is a Spruce  
Tree on the West Bank of a Brook and the Northeast <sup>Corner</sup> is about  
Six Rods West of a small Brook as of the Right and Inheritance  
of the said Salah Rebecca & Amasa & into which the S<sup>d</sup> James  
hath not Entry but by abatement into the same made by  
Stephen Wilbur Merick after the Death of Samuel Barnard  
deceased whose next of Kin and Heirs at Law the S<sup>d</sup> Salah Re  
becca & Amasa are, and whereas the said Salah Barnard  
Rebecca & Amasa say that the said Samuel made of the

166  
said Demandants and whose next of kin & Heirs at Law they are  
within Fifty years now last past was seized of the Demanded Premises  
in this Demesne as of Fee and Right in a Time of Peace taking the  
Profits thereof to the value of Fifty Shillings by the year and on the Twentieth  
Day of November in the Year of our Lord Seventeen Hundred & Sixty  
two did seize of the same in Fee simple and from him the said  
Samuel Uncle of the Demandants because that he died without  
Heir of his Body begetten by Virtue and force of our Laws in such  
Cases made and provided The Fee and Right of the said Demand  
ed Premises with the Appurtenances descended to the Deceased  
Rebecca & Amasa as to Nephews & Niece next of kin & Heirs at  
Law of the said Samuel deceased and after the Death of the Deceased  
& before any Entry made into the Premises by any Heirs of the  
said deceased the said Stephen Wilder Merrick unjustly and with  
out Judgment by Abatement entered into the Demanded Prem  
ises and the said James Richards now unjustly depossessed &  
held them out of the same & To the Damage of the said  
Demandants Two Thousand Pounds This action was com  
menced at the last Jan'y Term & from thence contin'd from  
Term to Term to this Time & now the Plea appears by Sir  
con Strong Esq<sup>r</sup> their Citty & the Defd Defd likewise by Jabez  
Uphams Esq<sup>r</sup> his Attorney as to all the Land Demanded in the  
within Declaration & therein set forth disclaims & renounces  
all Right and Title and all and every kind of Interest in and  
unto the same except as to one Lot to wit Lot No Six in the  
Third Division bounded as follows viz beginning at the North  
East Corner of said Lot at large dry Hemlock Tree standing  
on the West Bank of a Brook about seven Yards from a Brook  
thence running West one Hundred and Eighty four Rods  
to a Spruce Tree standing in the West Side of a Brook thence  
South two Degrees East by Land of Doct Bond & others to a small  
Maple Tree the last mentioned Line being seventy four Rods  
thence running from the said Maple by Land in Possession  
of Abijah Pool East one Hundred & Sixty three Rods to a  
Stake & Stones thence North about Ten Degrees East by Land  
in the Possession of Solomon Pratt and the Widow Shaw eighty  
two Rods to the first mentioned Boundary containing eighty  
four Acres upon which Lot he the said James Richards  
is Tenant and he says he was not in Possession of any Part  
of said Land Described in said Declaration upon the Day  
of suing forth of the said Writ except the said Lot No Six and

afterward Stephen Wilder Merrih who is admitted as  
Defdt comes into Court and Defends the force & Injury  
wherein and for Plea says as to said Defdt. he is not  
guilty in manner & form as set forth in the Declaration  
and thereof puts himself on the Country - And the  
alab Barron and other Plaintiffs as affirmed by their  
Atty a fort. Ekevin do the same - When upon a Jury  
at this time returned & impannelled ~~and being~~ as the  
Statute directs & being sworn to try the Issue declare  
upon their Oaths aforesaid that they find the Defdt is guilty  
of the Abatement in the eighth par. aforesaid mentioned in  
the Plea <sup>aforesaid</sup> in manner & form as the Pls have abided  
and therefore it is considered that the Pls do recover against the Defdt <sup>the sum of</sup>  
the sum of four acres of land & cost of Suit <sup>the sum of</sup> £10-10-0  
Whereupon the said Defdt by his Atty aforesaid appeals  
from the Indgt of this Court to the Supreme Judicial  
Court to be holden at Northampton within & for the  
County <sup>of Hampshire</sup> aforesaid on the fourth Tuesday of Sept<sup>r</sup> Instant  
and he recognises with Sureties as the Law directs  
for the said Richards prosecuting his Appeal with effect  
as by said Recognizance on file does appear

This is  
Cert under Seal  
Jan 7 89 1795

Ephraim Hill of Williamsburgh in the County of Hampshire  
Yeoman Pl<sup>t</sup> vs Ephraim Marble of Cornwall in D County  
Yeoman Agent & Trustee of Nath Crittenden ~~the said~~ an Abscon-  
ing Debtor Defdt in a Plea of trespass on the case for that  
the said Nath at said Williamsburgh on the 21<sup>st</sup> Day of  
August last past by his Note of Hand of that Date for Value  
received promised the said Ephraim to pay (meaning to pay  
and deliver him or his Over the sum of six pounds lawful  
money worth to be paid in neat Stock a Month prior  
by the first Day of Nov<sup>r</sup> then next with Interest till  
paid, meaning to pay & deliver the Value of said sum  
in neat Stock at his the sd Ephraim Marble's house in  
said Williamsburgh & that if in fact says that he  
Nath always been ready at his dwelling house aforesaid  
since the date of said Note to have received the Value of said sum  
in neat Stock of said Nath according to the tenor thereof  
Yet that he hath the often thereto requested but the not paid  
the contents of said Note to the said Hill in neat Stock

or any part thereof or any way contented him but neglects  
and refuses to do it & hath withdrawn himself out of this Com-  
monwealth & so conceals himself & his Estate that neither can  
be found or come at to be attached to the Damage of the said  
Hill as he says the sum of Ten Pounds And the said Marble  
having in his hands Goods Estates & Credits of the Value of the sum  
mentioned in said Note belonging to the said Neale which he  
refuses to expose to view so as the same may be attached.

This action was commenced at the last July Term at which  
Time the said agent appeared and was sworn as the Law directs  
Testified that he owed the said Neale Twelve Pounds by his Note  
of Hand to him payable in Cash on the first Day of Nov<sup>r</sup>  
next Interest from the 24<sup>th</sup> Day of July last past or there-  
abouts When the Case was contin<sup>d</sup> from Term to Term  
to this Time and now at this Time the P<sup>ty</sup> appears & the  
said Neale being three Times called to come into Court makes  
Default of appearance Whereupon it is considered by  
the Court that the P<sup>ty</sup> shall do recover against the said Neale  
twenty one Dollars & twenty five Cents Damages & Costs  
of Suit taxed at 9 D<sup>ts</sup>, 0 2 6<sup>cts</sup> — — — — —

Execution 10<sup>th</sup> Sept 1795

William Olin & Philander Tobie both of Cammington in the County of Hampshire Traders P <sup>ts</sup> vs David Whit- marsh <sup>of Plainfield</sup> in 3 <sup>d</sup> County Student at Physic Deft <sup>t</sup> In a Plea of Trespas &c as set forth in the Declaration on file &c	Olin & al vs Whitmarsh Jury 11/7/1795
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This action was commenced at the last January Term  
and contin<sup>d</sup> from thence to this Time & now neither Party  
appearing this Case is dismissed

David Robinson of Granville in the County of Hampshire Yeoman P <sup>ts</sup> vs Samuel Adams Jun <sup>r</sup> of Sandisfield in the County of Berkshire Yeoman Deft <sup>t</sup> In a Plea of Trespas on the Case for that the said Samuel at said Gran- ville on the seventeenth Day of January in the Year of our Lord Seventeen Hundred & Ninety one by his due Bill or Note under his hand of that Date by him subscribed by the name of Samuel Adams acknowledged that there was due from him said Sam <sup>r</sup> to said David Thirty one Pounds of Indigo & in consideration of the Premises he the said Samuel undertook a sum upon himself & then and there faithfully promised said David to pay him the said Thirty one Pounds of Indigo on Demand bearing with Interest after Demand &c and David avers that on the	Robinson vs Adams Jury 14/7/1795
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first day of March next following, the Dato<sup>y</sup> of sd. Du Bill  
he demand'd said Indigo at S<sup>t</sup> Pierre & Miquelon and that it was  
of the Value of Nine Shillings p. Pound of which the said  
Samuel then had None yet said Samuel the often there  
to requested hath not performed his said Promise but  
neglects it to the Damage of the sd. David Twenty Pounds  
Discretion was committed at the last Jury Term  
and writen from thence from Term to Term to this  
Time & now the Pl<sup>y</sup> appears by George Blip Esq<sup>r</sup> his  
Att<sup>y</sup> & the Def<sup>t</sup> by J<sup>r</sup> Phelps Jun<sup>r</sup> his Att<sup>y</sup> comes &  
Defends the force and Injury when & where brought  
and for Plea says he never promised the Pl<sup>y</sup> in man-  
ner & form as the Pl<sup>y</sup> in his Declaration ag<sup>t</sup> him hath  
alleged & thereof puts himself in the Country  
And the said David reserving Liberty to himself to  
waive the Demurrer & join the issue tendered upon  
Trial & that said trial shall on his part be final for Plea  
says that the said Plea of the sd. Samuel in manner &  
form above pleaded & the matters therein contained are  
not sufficient in Law & to which he hath no necessity  
nor is holden to answer by the Law of the Land & all  
which he is ready to verify wherefore for want a suf-  
ficient Plea in this Behalf he prays Judg<sup>t</sup> for his Dam<sup>s</sup>  
and Costs ordered And the Def<sup>t</sup> by his Att<sup>y</sup> after  
consenting to said Reservation says his Plea aforesaid  
is sufficient &c. Whereupon all & Singular the Pro-  
cess being seen and by the Court understood it appears  
to the Court that the Plea aforesaid of the sd. Samuel & by  
him Pleaded and the matters in the same contained  
is a full & sufficient answer to the Declaration of the  
said David & that the said David by his Plea aforesaid  
ought to receive nothing & it is considered by the Court  
that the said David do receive nothing but that for  
his groundless Claim he be in Money &c. & it is further  
considered by the Court that the said Samuel do recover  
ag<sup>t</sup> the said David his Costs in defending this Suit  
made at 10 P<sup>ts</sup> 25 Cents After all which the said David  
by his Att<sup>y</sup> aforesaid appeals from the Judg<sup>t</sup> of this Court  
to the Supreme Judicial Court to be holden at & in the City of

within and for the County of Hampshire aforesaid & he  
recognizes with Sureties as the Law directs for said David  
presenting his Appeal with effect & as by <sup>his</sup> Recognizance  
on file does appear

160

Enos Smith of Buckland in the County of Hampshire Clerk  
Plf vs Samuel Taylor Esq Lemuel Taylor Husbandman & Jesse  
Edson Husbandman all of Buckland aforesaid Defs In a  
Plea of Trespass for that the said Samuel Lemuel & Jesse at  
Buckland aforesaid on the 25<sup>th</sup> Day of December last past with  
force and arms one Cow of the Proper Goods & Chattels of the  
said Enos there then being ~~in the~~ <sup>the</sup> Pieu of Six Pounds Lawful  
Money took & carried away & other wrongs & injuries to him  
the said Enos then & there did contrary to Law against our  
Peace & to the Damage of the said Enos Ten Pounds & This ac-  
tion was commenced at the last May Term last from  
thence to this time & now the Plf appears by Moses Bligh his  
Attly & the Defs by John Hooker Esq their Attly comes & defend  
the force and injury when & reserving Liberty of giving any  
Special Matter in Evidence & for that say they are not guilty  
in manner & form as it falls in the Declaration & then of  
put themselves on the Country And the Plf consenting  
likewise do the <sup>the</sup> same Whereupon a Jury at this time  
returned & impannelled according to the Statute &  
and being sworn to try the Plea declare upon their oath  
that the Defs are guilty and award Damages at twenty  
Dollars & Wherefore it is considered by the Court that the  
said Enos do recover against the said Sam Lemuel & Jesse  
twenty Dollars Damages & Costs of Suit taxed at 43<sup>rs</sup> 39<sup>cs</sup>  
after which the said Sam Lemuel & Jesse by their Attly aforesaid  
appeal from the Judg<sup>t</sup> of this Court to the Supreme Jude  
Court to be holden at Northampton within and for the County  
of Hampshire aforesaid & he recognizes with Sureties as  
the Law directs for said Defs presenting their Appeal  
with effect & as by <sup>his</sup> Recognizance on file does appear

Smith vs  
Taylor & al  
May 2 1795

Obenier Bowman of Greenwich in the County of Hamp  
shire Yeoman Plf vs John Sumner of Belcher town in  
County Cordwainer Defs In a Plea of the Case for that  
said John at Belcher town aforesaid on the 20<sup>th</sup> Day of Nov  
in the Year of our Lord 1793 by his Note under his Hand of  
that Date for Valuered promised one James Mepinger to

Bowman vs  
Sumner  
May 5 1795

pay him or his Order Eleven Pounds Lawful Money on or  
before the first Day of July 1795 with Interest untill  
paid & the said James there afterwards on the same Day  
by his ~~last~~ endorsement in said Note for value rec'd & for  
the Contents thereof then due unpaid to be paid to the  
Plf of all which the said John had due Notice & thereby became  
chargeable by Law to pay the same according to the Terms  
of said Note & then & there in consideration thereof promised  
the Plf to pay him the same accordingly by yet said John the  
after thereto requested hath never paid the same but neglects  
so to do to the Damage of the said Ebenezer & it is shewn  
That this Action was commenced at the last Term & continued  
from thence to this Time at which Time the Plf appeared  
and the Deft the three Times called to come into Court  
made Default of appearance in Court & the Case was  
continued from thence to this Time & now the Plf appears  
and prays Judgment. Wherefore it is considered by the Court  
that the said Ebenezer do recover against the said  
John

Moulay vs  
Watkins  
May 10 1795

David Moulay Junr of Westfield in the County of Hamp  
shire Yeoman Plf vs Roger Watkins of Putbridgefield  
in said County of Berkshire Trader Deft In a Plea  
8c, as set forth in the Declaration on file. This  
Action was entered at the last May Term & continued  
from thence to this Time & now neither Party appearing  
this Case is dismissed

Smith vs  
Lathrop  
May 12 1795

Jeph<sup>es</sup> Smith of Wrothington in the County of Hamp  
shire Trader Plf vs Benj<sup>n</sup> Lathrop of said Wrothington  
Gent<sup>l</sup> Deft In a Plea 8c, as set forth in the Declaration  
on file. This Action was commenced at the last  
May Term and continued to this Time & now the Plf has  
been three times called to come into Court in Pursuit of  
the Deft appears & prays Judgment. Wherefore  
it is considered by the Court that the said Benj<sup>n</sup> do re  
cover against the said Jeph<sup>es</sup> his Costs with expending this  
Suit taxed at 5<sup>l</sup> 2<sup>s</sup> 25<sup>d</sup> & 10<sup>d</sup> & 10<sup>d</sup>

Given at Oct 5 1795

George Bowne Robert L Bowne Samuel Bowne all of New York  
in the County of New York & State of New York Merchants Plfs  
vs Noah Goodman Esquire Titus Goodman, Trader both of South  
Stadley in the County aforesaid & Simon Goodman of Charle  
mont in S<sup>d</sup> County Trader Defds In a Plea & answer both  
in the Declaration on file This action was commenced at  
the last May Term and contin'd to this Term & now neither  
Party appearing this case is dismissed &c

1694  
Bowne & al  
vs  
Goodman & al  
May 14 1795

William Otis of Gunnington in the County of Hampshire  
Trader Plf vs Beniah Shaw of Gunnington aforesaid Yeoman Defd  
In a Plea of ~~Traverse~~ the case for that whereas the said Beniah  
at said Gunnington on the Thirtieth first Day of December in the  
Year of our Lord 1794 by his Note of Hand of that date by him  
subscribed then & there for value rec<sup>d</sup> promised one Peter Bryant  
to pay him or Order the sum of Six Pound 14/6 lawf<sup>y</sup> on  
Demand with Interest till pd and there afterwards viz in the  
same Day & Year aforesaid the contents of said Note being  
wholly unpaid the said Peter for value rec<sup>d</sup> of the said Willm  
by his the said Peter Indorsement on said Note at Gunning  
ton aforesaid then & there ordered the contents of said Note to  
be paid to the said Peter of which the s<sup>d</sup> Beniah at Gunning  
ington aforesaid had notice & thereby became obliged to pay  
the contents of said Note to the said Wm according to the  
Tenor & effect thereof & then & there in consideration  
thereof promised the said Wm so to do yet the s<sup>d</sup> Beniah the  
often requested hath not paid the same but neglected it to  
the Damage of the said Wm Fifteen Pound, This action  
was entered at the last May Term & contin'd to this Term  
and the Plf appears & the Defd<sup>t</sup> tho' three Times called to  
come into Court makes Default of appearance where  
wherefore it is considered by the Court that the said Otis do  
recover ag<sup>t</sup> the s<sup>d</sup> Shaw twenty three Dollars & thirty  
one Cents Damages & Costs of suit taxed at 6 Dols 73 C<sup>t</sup>  
& there of &c

Otis vs  
Shaw  
May 22 1795

Exon<sup>d</sup> 14<sup>th</sup> Sept 1795

~~James~~  
James Bradish of Gunnington in the County of Hamp  
shire Physician Plf vs Luther Bisbee of said Gunnington  
Gent<sup>l</sup> Defd<sup>t</sup> In a Plea of the case for that whereas the said Luther  
at s<sup>d</sup> Gunnington on the 16<sup>th</sup> Day of April in the Year of  
our Lord 1795 by his Note of Hand of that Date by him sub  
scribed then & there for value rec<sup>d</sup> promised one Michael White

Bradish vs  
Bisbee  
May 23 1795

to pay him or Order Six Pounds Nine Shillings, three Pence on Demand with Interest till paid & then after ward viz. on the same Day and Year aforesaid the contents of said Note being then & there wholly unpaid the S<sup>d</sup> Merch for Value rec<sup>d</sup> of the S<sup>d</sup> James by his the S<sup>d</sup> Merch's endorsement in S<sup>d</sup> Note at S<sup>d</sup> Cammington ordered the Content thereof to be p<sup>d</sup> to S<sup>d</sup> James of which the S<sup>d</sup> Luther had Notice and thereby became obliged to pay the contents of said Note to the said James according to the tenor & effect thereof & there & there in consideration promised the S<sup>d</sup> James so to do yet S<sup>d</sup> Luther tho' often requested hath never paid the same but neglects it to the Damage of the said James Eighteen Pounds. This action was commenced at the last May Term & continued from thence to this Term & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> being three times called to come into Court makes Default of appearance here, Wherefore it is considered by the Court that the S<sup>d</sup> James do recover ag<sup>t</sup> the said Luther twenty one Dollars & 40 Cents Damages & Costs of Suit taxed at 6, 57 Cents & thereof

Richardson  
Lazell  
May 24 1795

Nehemiah Richards of Cammington in the County of Hampshire Gent<sup>l</sup> Pl<sup>y</sup> vs Joseph Lazell of S<sup>d</sup> Cammington Trader Def<sup>t</sup> In a Plea of the Case for that whereas the said Joseph at S<sup>d</sup> Cammington on the 23<sup>d</sup> Day of Dec<sup>r</sup> in the Year of our Lord 1794 by his Note of hand of that Date for value rec<sup>d</sup> promised S<sup>d</sup> Nehemiah to pay him or Order the sum of £10. 10. 9 in three months from the Date with Interest until paid yet S<sup>d</sup> Joseph tho' often requested hath never p<sup>d</sup> the same but neglects it to the Damage of the S<sup>d</sup> Nehemiah twenty Pounds. This action was commenced at the last May Term and continued to this time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three times called to come into Court makes Default of appearance here Wherefore it is considered by the Court that the S<sup>d</sup> Nehemiah do recover ag<sup>t</sup> the said Joseph thirty six Dollars & thirty six Cents Damages & Costs of Suit taxed at 6, 41 Cents & thereof

Done at S<sup>d</sup> Sept<sup>r</sup> 14<sup>th</sup> 1795

Jonathan Dwight Esq & James Scott Dwight Yeoman both of Springfield & Joint Merchants Pls vs Daniel Hingsbury of Sandisfield in the County of Berkshire Gent<sup>r</sup> Deft<sup>r</sup> In a Plea of the Case for that the said Daniel at Springfield on the first Day of July last past by his promissory Note of Hand of that Date for Value received promised said Jonathan & James by the names of Jonathan Dwight & Son to pay them or Order Fifteen Pounds 15<sup>00</sup> lawful Money in Ninety Days from the Date thereof - also for that the said Daniel on the same first Day of July at Springfield by his other promissory Note of Hand of that Date for Value received promised said Jonathan & James by the names of Jonathan Dwight & Son for to pay them or Order fifteen Pounds eleven Shillings & six pence lawful Money in Ninety Days from the Date thereof with lawful Interest for the same till paid - also for that the said Daniel at Springfield as aforesaid on the fifth Day of March last past by his other Note of Hand of that Date for Value received promised said Jonathan & James by the names of Jonathan Dwight & Son to pay them the sum of eight Pounds 10<sup>00</sup> 5<sup>00</sup> lawful Money on Demand with lawful Interest for the same until paid - yet the said Daniel the other Party requested has never paid to the Pls or to either of them either any of said Sums but hitherto has & still does unjustly neglect & refuse so to do to the Damage of the said Jonathan & James twenty eight Pounds - This Action was commenced at the last May Term & continued from thence to this time & now the Pls appear and the Deft<sup>r</sup> tho' three Times called to come into Court makes Default of appearance here - Wherefore it is considered by the Court that the said Jonathan & James do recover ag<sup>t</sup> the said Daniel Seventy six Dollars & Forty eight C<sup>t</sup> Damages & Costs of Suit taxed at 9 Dollars 33 C<sup>t</sup> & thereof -

Exon ip<sup>o</sup> Sept 14<sup>th</sup> 1795

Eura May of South Brinsfield in the County of Hampshire Yeoman Pls vs Sibbill Brown of South Brinsfield aforesaid Singlewoman Deft<sup>r</sup> In a Plea of Ejectment - as set forth in the Declaration on file - This Action was commenced at the last May Term & continued from thence to this time & now neither Party appearing this Case is dismissed &c -

170  
Dwight &  
vs  
Hingsbury  
May 26 1795

May vs  
Brown  
May 31 1795



and by means of the said John Sinnet became liable to pay the said John Sinnet the said sum of money contained in said Note according to the tenor & effect of the Note & endorsement aforesaid being so liable he the said John Sinnet in consideration thereof assumed on himself and faithfully promised the said John Sinnet to pay him the contents aforesaid of the Note aforesaid according to the tenor & effect of the said Note and endorsement yet the said Sinnet the often requested hath never performed his said promise but unjustly neglects & refuses to do it To the Damage of the said John Sinnet the sum of Fifteen Pounds This action was commenced at the last May Term at which time the Pl<sup>y</sup> appeared & the Def<sup>t</sup> the three times called to come into Court made Default of appearance in Court and the case was contin<sup>d</sup> from thence to this time & now the Pl<sup>y</sup> appears & prays Judgment wherefore it is considered by the Court that the said Sinnet do recover ag<sup>t</sup> the said Sinnet Seventeen Dollars & forty per Cents Damages & Costs of Suit taxed at 7 D<sup>s</sup> 10 C<sup>ts</sup> there of &c

Exon ip<sup>o</sup> Sept 25 1795

Trinity vs  
Cannon  
May 42 1795

Reuben Truesly of Suffolk in the County of Hartford State of Connecticut Yeoman Pl<sup>y</sup> vs Wm J Cannon of Blanford in the County of Hampshire Yeoman Def<sup>t</sup> In a Plea of Trespass on the Case for that whereas the said Wm J Cannon on the 17<sup>th</sup> Day of Decem<sup>r</sup> in the year of our Lord 1793 by his Note in writing of that Date by his proper hand subscribed & value<sup>d</sup> promised the said Reuben to pay him the sum of Nine Pounds 13/4 Lawful Money on the 5<sup>th</sup> Day of March then next & now past with lawful Interest till paid yet the said William the often requested hath not performed his promise but neglects & refuses to do it To the Damage of the said Reuben twenty Pounds - This action was commenced at the last May Term & contin<sup>d</sup> to this time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the said Reuben do recover ag<sup>t</sup> the said William J Thirty Five Dollars & fifty seven Cents of Damages & Costs of Suit taxed at 9 D<sup>s</sup> 1 1/2 C<sup>ts</sup> there of &c

Exon ip<sup>o</sup> Sept 25 1795

Ormell vs  
 Bodman  
 May 4<sup>th</sup> 1795

Benjamin Ormell of Northampton in the County of Hamp-  
 shire Gent<sup>l</sup> vs Joseph Bodman Jun<sup>r</sup> of Williamsburgh in  
 County Tames & Godwainer Deft<sup>r</sup> In a Plea of the Case  
 for that whereas the said Joseph on the Thirky first Day  
 of Jan<sup>y</sup> in the year of our Lord 1794 to wit at Northampton  
 aforesaid by his promissory Note in writing under his  
 hand of that Date for value recd promised to pay the  
 s<sup>d</sup> Benjamin Ormell or his Order the Sum of Five Pounds  
 eleven Shillings & ten pence Lawful Money in Demand with  
 Interest till paid. Also for that whereas the said Joseph  
 Bodman Junior on the 10<sup>th</sup> Day of July last past to wit at  
 Northampton aforesaid by his other promissory Note in  
 writing under his hand of that Date for value recd prom-  
 ised the said Benjamin to pay him or order the Sum of  
 Sixteen Pounds & eight Shillings & eight Pence & meaning  
 Lawful Money in Demand with Interest till paid yet  
 the said Joseph tho<sup>t</sup> often thereto requested hath never  
 performed either of his s<sup>d</sup> promises or p<sup>d</sup> any part of the  
 Contents of said Notes but unjustly neglects & refuses to  
 Do it to the Damage of the s<sup>d</sup> Benjamin Ormell  
 Thirky Pounds. This action was commenced at the  
 last May Term and continues from thence to the present  
 at which time ~~and~~ the s<sup>d</sup> Joseph appeared & the Deft<sup>r</sup> the three Times called  
 to come into Court made Default of appearance & the  
 Case was contin<sup>d</sup> from thence to this Time & now the  
 s<sup>d</sup> Joseph appears & prays Judgment. Wherefore it is considered  
 by the Court that the said Benjamin do recover ag<sup>t</sup> the  
 said Joseph Twenty nine Dollars & 14 Cents Damages & Costs  
 of suit taxed at 4, 46 & thereof &c.

Given at Sept 12 1795

Phelps vs  
 Pealey  
 May 10 1795

Solomon Phelps of Westfield in the County of Hampshire  
 Merchant vs Nath Pealey of Taunton in s<sup>d</sup> County  
 Yeoman Deft<sup>r</sup> In a Plea of Trespass on the Case for that  
 the said Nath at Westfield aforesaid on the 5<sup>th</sup> Day of Decem<sup>r</sup>  
 in the year of our Lord 1791 by his Note in writing under his  
 hand of that Date for value recd promised one Abigail Pealey  
 to pay her or order the Sum of Eight Pounds, Nineteen Shillings  
 and six pence with Interest annually till paid. & afterward  
 to wit on the same Day of Decem<sup>r</sup> the said Abigail Pealey then

there by his endorsement in the same Note with his proper hand  
thereto subscribed ordered the Contents of the same Note then wholly  
due & unpaid to be paid to the P<sup>y</sup> for value rec<sup>d</sup> of which the said  
Noah there afterwards the same Day had notice & thereby became  
liable to pay the contents of the same Note to the P<sup>y</sup> according  
to the Tenour thereof & the endorsement afores<sup>d</sup> & being so charged  
the the P<sup>y</sup> took in Consideration the of them & then undertook  
and to the P<sup>y</sup> then & there faithfully promised to pay the contents  
of the same Note to the P<sup>y</sup> according to the Tenour thereof & the  
said endorsement yet the P<sup>y</sup> took the often required hath  
never so the same or any part but unjustly neglected  
to the Damage of the said Solomon sixteen Pounds. This  
action was brought up at the last May Term & contin<sup>d</sup> from  
thence to this Time & now the P<sup>y</sup> appears & the D<sup>y</sup> the  
three times called to come into Court makes Default of appear  
ance here. Wherefore it is considered by the Court that  
the said Solomon do move against the said Noah  
twenty three Dollars & 49 Cents Damages & Costs of Suit  
taxed at 3, 26 <sup>or</sup> shillings.

Exon<sup>d</sup> 14 Sept<sup>r</sup> 1795

Initials

Savel Metcalf of Orange in the County of Hampshire Gent<sup>r</sup> Treasurer of the District of S<sup>d</sup> Orange P<sup>y</sup> vs Moses Goddard  
of Clarinda in the County of Rutland & State of Vermont  
Gent<sup>r</sup> and Oliver Chapin of Orange in S<sup>d</sup> County of Hamp-  
shire Traders D<sup>y</sup> & In a Plea of Debt for that the said Moses  
and Oliver at Northampton afores<sup>d</sup> on the 2 Day of March  
in the Year of our Lord Seventeen Hundred & Ninety Three  
by their certain writing Obligatory called a Bond under  
their hands & seals in Court to be produced bore themselves  
to the S<sup>d</sup> Savel Metcalf as Treasurer as afores<sup>d</sup> in the  
Sum of Two Hundred Pounds lawful M<sup>y</sup> to be paid to the  
said Savel or his Successor in said Office of Treasurer  
to and for the use of said District whereof William  
Stearns a Deputy Sheriff in S<sup>d</sup> County is an Inhabitant  
on Demand. Yet the said Moses & Oliver the often re-  
quested have not paid said Sum neither of them but  
neglected to the Damage of the said Savel in his S<sup>d</sup> Ca-  
pacity Three Hundred Pounds. This action was commenced  
at the last May Term and contin<sup>d</sup> from thence to this time  
and now at this Time the P<sup>y</sup> appears by Daniel Bigelow  
Esquire his Att<sup>y</sup> & the D<sup>y</sup> likewise by Nimmy Morrill Esq<sup>r</sup>

their Attly reserving to themselves Liberty waive this Plea &  
Plead answer at the Supreme Indue Court for Plea say they  
are not indebted in manner & form as the Pfy hath al  
lidge & thereof puts se, And the said Metcalfe in his Capacity  
agreeing to said reservation says the said Plea in manner &  
form aforesaid is bad & insufficient he therefore prays Judge  
for his Debt and Costs & the said Defendants say their Plea  
is good &c, Wherefore all & singular the Premises being  
Laid out by the Court understood it appears to the Court  
that the Plea aforesaid of the said Goddard & Chapin & the  
matter therein contained is an insufficient answer to  
the Declaration of the said Metcalfe and it is further consid  
ered that the said Metcalfe <sup>in his Capacity and</sup> by his Plea aforesaid ought & that  
he do recover against the said Goddard & Chapin

after all which the said Goddard & Chapin by their Attys have  
appeal from the Judge of this Court to the Supreme  
Judicial Court to be holden at Northampton aforesaid on the  
fourth Tuesday in Sept Instant and he recognizes with  
Sureties as the Law Directs for the said Goddard & Chapin prose  
cuting the same with effect se, as by said Recogni  
Zance in file se, does appear.

Goodman vs  
Sherman  
May 53 1798

Nath Goodman of South Hadley in the County of Hampshire  
Coms Pfy vs Josiah Sherman late of Northampton in the  
County aforesaid Trader Defts In a Plea of trespass on the Case  
for that the said Josiah at Northampton aforesaid on the  
first Day of March last past being justly indebted to the  
said Goodman in the sum of one hundred & twenty  
Pounds for the like sum of money there before that time  
by the said Josiah for the said Goodman & to her Use paid &  
did in consideration thereof assume on himself to do  
the said Goodman then & there lawfully promised to  
pay him the same sum & Interest when there to afterwards  
requested yet the said Josiah tho often there to requested has  
not paid the same but neglected it. To the Damage of the  
said Nath Goodman One hundred & twenty Pounds - This  
action was commenced at the last May Term & continued from  
thence to this time & it was then by appearance by him Strangely

his ally & the Def<sup>t</sup> by Galat Strong Esq<sup>r</sup> his ally comes & Defends the  
form & Injury, whereat, & says that he never promised in manner  
and form as the Pl<sup>y</sup> hath alledged & there of puts himself on the  
Country. And the said Titus by his ally aforesaid does the  
same. Whereupon a Jury at this Time returned and impan-  
nelled as the Statute directs and being sworn to try the Issue  
came upon their Oath that they find the Def<sup>t</sup> did promise  
in manner & form &c. and assign Damages for the Pl<sup>y</sup> at 350  
Dollars. Wherefore it is considered by the Court that the said  
Titus do recover ag<sup>t</sup> the said Josiah Three hundred & fifty Dol<sup>rs</sup>  
Dam<sup>s</sup> & Costs of Suit taxed at 24, 65<sup>er</sup>. Whereupon the said  
Titus by his Att<sup>y</sup> aforesaid appeals from the Judgment of this Court to  
the Supreme Judicial Court and he recognises with the Gentles  
as the Law directs for Josiah prosecuting his Appeal with  
effect as by said recognizance on file does appear &c.  
Joseph Hunt Brock who was one of the Bail for the said Josiah in  
his Suit now here in Court delivers up the said Josiah in  
Court and prays that he may be received into Custody of the Sheriff  
and the said Joseph discharged & it is granted.

John Hart of Hatfield in the County of Hampshire Merchant  
Pl<sup>y</sup> vs John Bennet of South Hadley in the County aforesaid Gent  
Def<sup>t</sup> In a Plea of trespass in the Case for that the said Ben-  
nett at said Hatfield on the Eleventh Day of April in the Year  
of our Lord seven hundred & Ninety four by his Note in  
writing under his Hand of that Date for Value received promised  
the said Hart to pay him or Order twenty nine Pounds five  
Shillings & Sixpence & 1/4 with Interest also for that the  
said Bennet at Hatfield on the 23<sup>d</sup> Day of October in the Year  
of our Lord 1794 in consideration that the said Hart at the  
Special Instance and request of the said Bennet had there  
before that Time sold and delivered to him divers Goods  
Wares & Merchandises as entered on himself & to the said  
Hart there he faithfully promised to pay him there  
for so much Money as the same Goods Wares & Merchand-  
ises at the Time of Sale & delivery thereof were then reason-  
ably worth when he should be thereto afterwards requested & the  
said Hart avers that the same Goods Wares & Merchandises  
at the Time of Sale & delivery thereof were then reasonably  
worth the sum of said Pounds of which the said Bennet there  
afterwards the same Day had Notice. Yet the said Bennet  
requested hath never paid the Contents of Note or for the Goods

Hart vs  
Bennett  
May 54 1795

applied but neglects it To the Damage of the <sup>d</sup> John Hart  
twenty Pounds. This action was commenced at the last  
May Term & contin<sup>d</sup> from thence to this time & now the  
Pl<sup>y</sup> appears and the Def<sup>t</sup> the three times called to come  
into Court makes Default of appearance here  
Wherefore it is considered by the Court that the <sup>d</sup> Hart  
do recover against the <sup>d</sup> Bennett twenty two Dollars &  
fifty five <sup>cts</sup> & Costs Damages & Costs of Suit taxed at 5, 25  
& therefor

Exon<sup>d</sup> Sept 12<sup>th</sup> 1795

Wells vs  
Curtis

May 5<sup>th</sup> 1795

Elisha Wells of Williamsburgh in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Isaac Curtis of <sup>d</sup> Williamsburgh in  
the County aforesaid Def<sup>t</sup> In a Plea of Trespass on the  
Case for that the said Curtis at said Williamsburgh on  
the 30<sup>th</sup> Day of October in the Year of our Lord 1793  
being justly indebted to the said Wells in the Sum of  
Five Pounds 15<sup>cts</sup> for the like Sum of Money there be  
fore that time by the said Curtis for the said Wells & to  
his Use had & did in consideration thereof assume  
on himself & to the said Wells then & there faithfully  
promised to pay him the same in the month of Dec<sup>r</sup>  
then next to be paid at said Williamsburgh meaning  
pay Interest on the same. Yet the <sup>d</sup> Curtis though  
often thereto requested hath never paid the same but  
neglects it To the Damage of the said Elisha Wells  
Ten Pounds. This action was commenced at the  
last May Term and contin<sup>d</sup> from thence to this time  
and now the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times  
called to come into Court makes Default of appearance  
here. Wherefore it is considered by the Court that  
the said Wells do recover ag<sup>t</sup> the <sup>d</sup> Curtis twenty one  
Dollars & 10 Cents Damages & Costs of Suit taxed at 7, 40  
& therefor

Exon<sup>d</sup> Sept 12<sup>th</sup> 1795

Straker vs

Bailey

May 6<sup>th</sup> 1795

Isaac H. Straker of Middlefield in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Harvey Bailey of Chester in <sup>d</sup> County  
Yeoman Def<sup>t</sup> In a Plea of the Case for that the said  
Harvey at said Middlefield on the Day of the purchase of

174  
this debt being indebted to the Pl<sup>y</sup> in the sum of Six Pounds  
two Shillings & six pence half penny according to the Account  
invented annexed then and their in consideration thereof  
promised the Pl<sup>y</sup> to pay him the same sum on Demand yet  
tho' often requested this<sup>d</sup> Harvey hath not paid the sum  
or any pt thereof but neglects it To the Damage of the  
Debt twelve Pounds This Action was commenced at the  
last May Term and contin<sup>d</sup> from thence to this Term & now  
the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come in  
to Court makes Default of appearance here wherefore it  
is considered by the Court that the said Struter do recover  
against the said Bailey twenty Dollars & 42 Cents  
Damages & Costs of Suit taxed at 7. 24<sup>c</sup> & there of &c

Ex<sup>or</sup> ip<sup>s</sup> Sept 17<sup>th</sup> 1795

William Soogood of Chester in the County of Hampshire  
Gent<sup>r</sup> Pl<sup>y</sup> vs Ebenezer Smith of <sup>do</sup> Chester Gent<sup>r</sup> Def<sup>t</sup> In a  
Plea &c as set forth in the Declaration on file &c This Action  
was commenced at the last May Term & contin<sup>d</sup> from thence  
to this Term & now neither party appearing this Case is  
dismissed &c

Soogood vs  
Smith  
May 4<sup>th</sup> 1795

Joseph Pomroy of Chester in the County of Hampshire Pl<sup>y</sup> vs  
Supply Clark & Supply Clark Jun<sup>r</sup> of Southampton in  
the County afores<sup>d</sup> Yeomen Def<sup>t</sup> In a Plea of this Case  
for that the said Supply & Supply Jun<sup>r</sup> at Southampton  
aforesaid on the 25<sup>th</sup> Day of April in the Year of our Lord  
1793 by their Note of that Date for value rec<sup>d</sup> promised  
the Pl<sup>y</sup> to pay him twenty Pounds Law<sup>d</sup> in meat & cattle  
Hogs & Bulls excepted at Cash price at the appraisal of  
Indifferent men mutually chosen by the 1<sup>st</sup> Day of April  
AD 1795 with Interest till paid & the Pl<sup>y</sup> avers that he stood  
ready to receive said Cattle according to the Tenor of said  
Note yet the said Supply & Supply Jun<sup>r</sup> have not performed  
their said Promise altho' often thereto requested to do so  
and refuses so to do To the Damage of the said Joseph  
Twenty Pounds This Action was commenced at the last May  
Term and contin<sup>d</sup> to this Term & now the Pl<sup>y</sup> appears & the  
Def<sup>t</sup> the three times called to come in to Court makes  
Default of appearance here wherefore it is considered by the  
Court that the said Pomroy do recover ag<sup>t</sup> the said Supply & Supply Jun<sup>r</sup>

Pomroy vs  
Clarks &c  
May 4<sup>th</sup> 1795

Woodbridge or Allyn  
May 6<sup>th</sup> 1795  
Jonathan Woodbridge of Wetherington in the County of  
Hampshire Esq<sup>r</sup> at Law vs. Nathan Allyn late of Windsor  
in the County of Hampshire Berkshire Labourer other  
wise called. Nathan Allyn of Hardwick in County of  
Worcester Labourer Deft<sup>r</sup> In a Plea of the Case for this  
that whereas the said Nathan at Windsor to wit in  
Northampton aforesaid on the Thirtieth Day of April in  
the Year of our Lord One Thousand Seven Hundred &  
Ninety four by his promissory note of Hand of that Date  
for Value received promised one Jesse Burns to pay him on  
his Order the Sum of five Pounds at or before the first Day  
of May in the Year one Thousand Seven Hundred & Ninety  
five and whereas afterwards to wit at Northampton on the  
same Day no part of the same Note being then paid the  
said Jesse by his endorsement on the same Note with his  
own hand subscribed ordered the Contents of the same  
Note to be paid to the Payee according to the Tenour thereof &  
by means thereof and by force of the Law the said Nathan  
became and is liable to pay the Contents aforesaid  
of the Note aforesaid to the Payee according to the Tenour  
thereof being so liable the said Nathan then & there  
in Consideration aforesaid of the Note aforesaid to the  
Payee according to the Tenour thereof yet the said Nathan  
tho' often requested has never paid or performed either of his  
Promises but refuses to do so & is the Damage of the  
said Woodbridge Ten Pounds This Action was commenced  
at the last May Term and continued from thence to this  
Term & now tho' it appears & the Deft<sup>r</sup> tho' the Motion is  
called to come into Court makes Deft<sup>r</sup> of appearance  
wherefore it is considered by the Court that the  
said Woodbridge do recover ag<sup>t</sup> the said Allyn seven  
Pounds Damages & Costs of Suit taxed at £d. 7. 29<sup>cts</sup>  
other costs.

So adj<sup>d</sup> Sept 15 1795

Phillips vs  
May 6<sup>th</sup> 1795  
Speller Being of the County of Hampshire  
gentleman vs. Alexander Phillips German Druggist  
both of 2<sup>d</sup> Chesterfield Deft<sup>r</sup>

175

In a Plea of Trisap in the Case for that whereas the said Alex  
ander and Ezra at Chesterfield aforesaid in the 20<sup>th</sup> Day of Sept  
last past by their Note in writing under his Hand of that Date  
for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order the Sum  
of Five Pounds, sixteen Shilling & seven pence Lawful Money  
on Demand with Interest till paid & of the S<sup>d</sup> Alexander and  
Ezra the often then to requested have not nor have either of  
them paid the aforesaid Sum or any part thereof but to  
perform their said promises justly ought & refuse  
In the Damages of the S<sup>d</sup> Apollon twenty Pounds. This  
Action was commenced at the last May Term & contin<sup>d</sup>  
from thence to this Time & now the Pl<sup>y</sup> appears & the  
Def<sup>t</sup> the three Times called to come into Court make  
Def<sup>t</sup> of appearance here, Wherefore it is considered  
then by the Court that the S<sup>d</sup> Apollon do recover of the  
said Alexander & Ezra Sum twenty Dollars & 43 Cents  
Damages & Costs of Suit taxed at Dec<sup>r</sup> 6, 29 & thereupon,

Exon ip<sup>s</sup> Sept 13<sup>th</sup> 1795

Jabez Spicer of Greenbush in the County of Rensselaer Spicer vs  
State of New York Yeoman Pl<sup>y</sup> vs Park Holland of Belcher Holland  
Town in the County of Hampshire Esq<sup>r</sup> Def<sup>t</sup> In action May 7<sup>th</sup> 1795  
of Trisap in the Case & whereupon the S<sup>d</sup> Jabez complains  
for this that whereas the said Jabez at Boston to wit in  
Northampton aforesaid in the first Day of Jan<sup>y</sup> Inst<sup>t</sup> was  
posse<sup>s</sup>ed of a certain Public Security called a final Settlement  
Note whereby the united States of America acknowledged  
themselves indebted to the S<sup>d</sup> Jabez in the Sum of One  
Hundred and Thirty Nine Dollars & Sixty one Ninetieths  
of a Dollar equal to forty one Pounds & eighteen Shillings  
of our Lawful Money payable to the said Jabez or bearer on  
Demand with Interest at six per Centum per annum  
from the Date of same Note till paid as of his own  
proper Goods and Estate which said Note afterwards to  
wit on the same Day at Northampton aforesaid the S<sup>d</sup>  
Jabez out of his Hands and possession did casually lose &  
was deprived of the same which same Note afterwards to  
wit on the same Day at Northampton aforesaid came to the  
hands & possession of the said Park by finding or seeing the  
left the said Park well knowing the said Note to be the

Property of the said Jabez, and to him of Right to apper-  
tain and belong the said Note to the said Jabez. At the  
often times requested hath not delivered but the same  
Note afterwards writt on the same Day at Northamp-  
ton after the said Park to his own use did dispose of and  
convert - To the Damage of the said Jabez Seventy Pounds  
This Action was commenced at the last May Term &  
contin from thence to this time and now the P<sup>y</sup> appears  
by Dow & Porter his Att<sup>y</sup> and the Def<sup>t</sup> likewise by Gable  
Strong Esq<sup>r</sup> his Att<sup>y</sup> issues and denies the fraud in way  
when ~~de~~ & says that he is not guilty in manner  
from as the P<sup>y</sup> hath alledged & thereof puts himself on the  
Country and the said Jabez does likewise the same.  
Whereupon a Jury at this time returned & impannelled  
according to the Statute & being sworn to try the Issue  
declare upon their Oath that they find the Def<sup>t</sup> is  
not guilty ~~de~~. Wherefore it is considered by the Court  
that the said Park do recover against the said Jabez his  
Costs in Defending this Suit taxed at £. 6, 50 - )  
after which the said Jabez by his Att<sup>y</sup> offered appeals from  
the Judg<sup>t</sup> of this Court to the Supreme Judicial Court  
to be holden at Northampton within & for the County  
of Hampshire on the fourth Tuesday of next Instant  
& he recognises with Sureties as the Law directs for the  
Jabez prosecuting the same with effect ~~de~~ as by said  
Recognizance in file does appear &c.

Bates vs  
Maxwell &c  
May 74 1795

Stephen Bates of Charlemont in the County of Hamp-  
shire Physician P<sup>y</sup> vs Benjamin Maxwell Gentleman  
and Benjamin Maxwell <sup>Esq</sup> Yeoman both of Sharnbrook  
County, Def<sup>t</sup>s In a Plea of the Case for this that whereas  
the said Benjamin & Ben<sup>y</sup> Jarr<sup>t</sup> at Sharnbrook upon the  
eleventh Day of March in the Year of our Lord 1794 by  
their promissory Note of Hand of the said date for Value re-  
memored the P<sup>y</sup> to pay him the sum of Ninety Pounds  
by the first Day of March then next with Interest till p<sup>d</sup>.  
Yet the said Ben<sup>y</sup> & Ben<sup>y</sup> Jarr<sup>t</sup> altho often requested the

176  
The Term of payment has long since passed have never performed  
their said promise, but neglect it To the Damage of the said Stephen  
Sixty Pounds - This action was commenced at the last May  
Term and contin'd from thence to this time & now the Pl<sup>y</sup> ap-  
pears and the Def<sup>t</sup> the three times called to come into Court  
make Def<sup>t</sup> of appearance here - Wherefore it is considered  
by the Court that the said Stephen do recover ag<sup>t</sup> the said Benj<sup>m</sup>  
and Benj<sup>m</sup> Jun<sup>r</sup> One hundred & twenty eight Dollars & 20<sup>cts</sup>  
Damages & costs of Suit taxed at Doll<sup>s</sup> 8, 65 & there of &c  
Exon<sup>d</sup> 15<sup>th</sup> Sept 1795

John Burr of Houghton in the County of Norfolk Merchant Pl<sup>y</sup>  
vs Peter Bryant of Birmingham in the County of Hampshire  
Physician Def<sup>t</sup> In a Plea of the Case for this that whereas the  
said Peter at Northampton aforesaid on the 13<sup>th</sup> Day of May last  
past by his promissory Note of Hand of that Date for Valued  
promised the Pl<sup>y</sup> to pay him the Sum of £ 4. 14. 4 Lawful M<sup>y</sup>  
on Demand with Interest till p<sup>d</sup> Yet the said Peter tho' often re-  
quested & particularly on the same Day has never performed  
his said promise but refuses to do it - To the Damage of  
the said John Ten Pounds - This action was entered at the  
last May Term and contin'd from thence to this time & now  
the Pl<sup>y</sup> appears and the Def<sup>t</sup> the three times called to come  
into Court makes Default of appearance here - Wherefore  
it is considered by the Court that the said John do recover ag<sup>t</sup>  
the said Peter twenty two Dollars & eighty nine Cents Dams  
and costs of Suit taxed at Doll<sup>s</sup> 4, 20 Cents & there of &c

Burr vs  
Bryant  
May 75 1795

Exon<sup>d</sup> 15<sup>th</sup> Sept 1795  
Thomas Field of Chertsey in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Ambrose Thayer of Williamsburgh in County  
Yeoman Def<sup>t</sup> In a Plea of the Case &c as set forth in the  
Declaration on file &c This action was commenced at the  
last May Term & contin'd from thence to this time & now  
Neither Party appearing this Case is dismissed &c

Field vs  
Thayer  
May 77 1795

John Burr of Houghton in the County of Norfolk Merchant  
Pl<sup>y</sup> vs Charles Dring of Worthington in the County of Sussex  
Inde Yeoman Def<sup>t</sup> In a Plea of the Case for this that where  
as the said Charles at Chertsey aforesaid on the twenty 3<sup>d</sup> Day  
of Decem<sup>r</sup> in the Year four Lord 1793 by his promissory Note

Burr vs  
Dring  
May 80 1795

of hand of that Date for value recd. promised the P<sup>y</sup> to pay him the sum of Two Pounds six Shillings & four pence Lawd<sup>y</sup> My in good will dropped Blax at Cash price in one Year from the first Day of Juny then next with Interest and the P<sup>y</sup> in fact says that he has always been ready to receive the same sum in Blax according to the Tenor of said Note to wit in Worthington aforesaid and also for that the sd Chasr at Chesterfield aforesaid on the same Day by his <sup>other</sup> promissory Note of hand of that Date for value recd promised the P<sup>y</sup> to pay him six shill in a Year from the first Day of Juny then next with Interest. Yet the said Chasr tho often requested has never performed his said promises or either of them tho the times of Payment has long since passed but refuses to do it To the Damage of the said John Ten Pounds. This action was ~~examin~~ brot up at the last May Term at which Time the P<sup>y</sup> appeared and the Def<sup>t</sup> tho three times called to come in to Court made Def<sup>t</sup> of appearance in Court and the Case was contin<sup>d</sup> to this Time & now the P<sup>y</sup> appears & prays Judg<sup>t</sup> for his ~~Costs~~ Wherefore it is considered by the Court that the sd John do recover ag<sup>t</sup> the sd Chasr twenty Dollars & 63 Cents Damages & Costs of Suit taxed at Dol<sup>r</sup> 14, 79 & 1/2 thereof.

Exon ip<sup>d</sup> Sept 15 1795

Long vs  
Buck  
May 01 1795

Updell's King of Chesterfield in the County of Hampshire Gent<sup>l</sup> vs Nathan Buck of Chesterfield aforesaid Yeoman Def<sup>t</sup> In a Plea of the Case for that whereas the sd Nathan at Chesterfield aforesaid on the 1<sup>st</sup> Day of Dec<sup>r</sup> in the Year aforesaid 1793 by his promissory Note of hand of that Date for value recd promised the P<sup>y</sup> to pay him or his Order £2.14 Lawd<sup>y</sup> My on Demand with Interest and also for that whereas the sd Nathan at Chesterfield aforesaid on the 10<sup>th</sup> Day of Dec<sup>r</sup> last past past by his other promissory Note of hand of that date for value recd promised the P<sup>y</sup> to pay him or Order the sum of Two Pounds seven shillings and seven pence Lawd<sup>y</sup> My on Demand with Interest like paid. Yet the said Nathan altho often requested has never performed either of his promises aforesaid but refuses.

177

to do it To the Damage of the said Apollos twenty Pounds.  
This action was ~~commenced~~ brot up at the last May Term & contin  
ham thence to this Time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho'  
thru times called to come into Court makes Def<sup>t</sup> of appear  
ance here. Wherefore it is considered by the Court that  
the said Apollos do recover ag<sup>t</sup> the said Nathan twenty five  
Dollars & 14 Cents Damages & costs of Suit taxed at 20<sup>s</sup> 9, 05  
& there of 2<sup>s</sup> Exon<sup>d</sup> Sep<sup>r</sup> 15 1795

Blackmer vs  
May 02 1795

Sylvanus Blackmer of Wrothington in the County of Hampshire. French  
Yeoman Pl<sup>y</sup> vs Asa French of W<sup>m</sup>burgh in the County Yeoman  
Def<sup>t</sup> in a Plea of the Case for this that whereas the said Asa at  
Wrothington aforesaid on the 25<sup>th</sup> Day of Decem<sup>r</sup> last past by his  
promissory Note of Hand of that Date for Value rec<sup>d</sup> promised the  
Pl<sup>y</sup> to pay him the sum of eight Pounds six Shillings & 0<sup>d</sup>  
on Demand with Interest till paid yet the said Asa altho often  
requested has not performed his said promise but refuses  
to do it To the Damage of the said Sylvanus ten Pounds  
This action was brot up at the last May Term at which  
Time the Pl<sup>y</sup> appeared & the Def<sup>t</sup> tho thru times called to come  
into Court makes Def<sup>t</sup> of appearance here. Wherefore  
the Case was contin<sup>d</sup> to this Time & now the Pl<sup>y</sup> appears  
and prays Judg<sup>t</sup> and it is considered by the Court that  
the said Sylvanus do recover ag<sup>t</sup> the said Asa Seventy Dollars  
& forty seven C<sup>t</sup> Damages & costs of Suit taxed at 20<sup>s</sup> 6, 50  
& there of 2<sup>s</sup> Exon<sup>d</sup> Sep<sup>r</sup> 15 1795

Willington vs  
Smith  
May 03 1795

Samuel Willington of Windsor in the County of Berkshire  
Trader Pl<sup>y</sup> vs Simon Smith of Hatfield in the County of  
Hampshire Cordwain Def<sup>t</sup> In a Plea of the Case for this  
that whereas the said Simon at Hatfield aforesaid on the  
2<sup>d</sup> Day of Oct<sup>r</sup> last past by his promissory Note of Hand of  
that date for Value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him on  
his order the sum of sixteen Dollars equal to the sum of  
£4-16<sup>s</sup> of Lawm<sup>y</sup> on Demand with Interest till paid  
yet the said Simon altho often requested has not performed  
his said promise but refuses to do it To the Damage  
of the said Samuel ten Pounds This action was brot up  
the Pl<sup>y</sup> appeared & the Def<sup>t</sup> being thru times called made Def<sup>t</sup> & the Case was  
at the last May Term and contin<sup>d</sup> to this Time & now the Pl<sup>y</sup>  
appears & prays Judg<sup>t</sup> & it is considered by the Court that the said  
Samuel do recover ag<sup>t</sup> the said Simon sixteen Dollars & 04 Cents

Damages & Costs of Suit taxed at £21 9, 32 & thereof by  
Exon ip<sup>d</sup> Sep 13 1795

Parsons vs  
Hibbard  
May 04 1795

Joseph Parsons of Enfield in the County of Hartford & State of Con-  
necticut Com<sup>o</sup> Ply vs Benja<sup>a</sup> Hibbard of Shelburne in the  
County of Hampshire Shopkeeper Deft<sup>t</sup> In a Plea of the  
Case for that the sd Benja<sup>a</sup> of Enfield to wit at Springfield  
appeared on the 13<sup>th</sup> Day of Nov<sup>r</sup> in the Year of our Lord 1794  
by his promisory Note under his hand of that Date for value  
received promised the Ply to pay him or Order the Sum of 57—  
Pounds one Shilling Law<sup>y</sup> in Demand with Interest till  
paid Yet said Benja<sup>a</sup> tho often requested hath never for the  
Ply but refuses to do etc, To the Damage of the sd Joseph  
Thirty Pounds This Action was brot up at the last May  
Term and contin<sup>d</sup> from thence to this time & now the Ply  
appears & the Deft<sup>t</sup> tho three times called to come into  
Court makes Def<sup>t</sup> of appearance here, Wherefore it is  
considered by the Court that the sd Joseph do recover ag<sup>t</sup>  
the sd Benja<sup>a</sup> Seventy one Dollars & Ninety Six C<sup>ts</sup> Damages  
and Costs of Suit taxed at £21 9, 32 & thereof by

Bedwell vs  
Smith  
May 05 1795

Exon ip<sup>d</sup> Sep 12 1795

Isaac Bedwell of Glopinsbury in the County of Hartford in  
the State of Connecticut Com<sup>o</sup> Ply vs Caleb Smith of  
Stadley in the County of Hampshire Yeoman Deft<sup>t</sup> In a Plea of the Case for that  
the sd Caleb at said Stadley on the 29<sup>th</sup> Day of May in the Year of our Lord 1794  
by his promisory Note in writing of that Date by him well  
executed for value received promised the Ply to pay him  
£13. 2. 6 Law<sup>y</sup> by the first Day of Nov<sup>r</sup> then next with  
Interest after due Yet the sd Caleb has sd Promise & come or  
taking never hath performed the same tho often thereto re-  
quested but unjustly neglects & refuses to do it To the Dam<sup>o</sup>  
of the sd Isaac Sixty three Pounds. This Case was brot up  
at the last May Term & contin<sup>d</sup> from thence to this  
time & now the Ply appears & the Deft<sup>t</sup> tho three times  
called to come into Court makes Def<sup>t</sup> of appearance here  
Wherefore it is considered by the Court that the sd Isaac  
do recover of the said Caleb  
Damages & Costs of Suit taxed at £21 0, 65 & thereof by  
Exon ip<sup>d</sup>

Roger Moore Gentle & Isaac Giltet Gentle both of Granby in the County of Hampshire Pls vs Tho' Bough Yeoman & David Doves Gentle both of Southwick in S County Defs In a Plea as, as set forth in the Declaration on file. This action was entered at the last May Term and continued from thence to this time & now the Parties being severally called to come into Court on nonsuit & Default & the Case is dismissed &c

170  
More ad.  
19 Bough & Doves  
May 06 1745

Seth Granger of Suffolk in the County of Hartford and Heir of Son mutual Yeoman Pls vs Abel Tilletson of Granville in the County of Hampshire Trades alias Yeoman Defs In a Plea of Trover on the Case for that the said Seth at Hartford within the County of Hartford aforesaid to wit at Northampton aforesaid on the first Day of Feb'y last past was possessed in his own Right of a Gold Watch with a Gold Chain & Key and Seal belonging therunto all of the Value of Thirty Pounds and on the Day and at the Place aforesaid the Pl casually lost said Articles out of his Custody and possession which Articles afterwards on the same Day at the Place aforesaid came into the said Abels possession and he knowing the same to be the proper Goods & Estate of the Pl the same then & there took & converted to his use & benefit and to deliver the same to the Pl always hath refused still & refuses the often thereunto requested & particularly at Granville aforesaid on the twentieth Day of Feb'y aforesaid, also for that the S Seth at the Place aforesaid to wit at Northampton aforesaid on the first Day of Feb'y aforesaid was possessed in his own Right of a Pink back Watch gilt with Gold with a gilt chain Keys & Seal therunto belonging all of the Value of Thirty Pounds & on the Day & at the Place last aforesaid the Pl casually lost & last mentioned Articles out of his Custody & possession which Articles afterwards on the S Day at S Place came into the S Abels Custody and Possession by finding & he knowing the same to be the proper Goods & Estate of the Pl the same then & there took and converted to his own use & benefit & to deliver the same to the Pl the often thereunto requested & particularly at Granville on the said twentieth Day of Feb'y last past, all which is to the Damage of the said Seth Forty Pounds & this action was commenced at the last May Term & continued from thence to this time and now the Pl appears by Joseph Lyman Esq his Atty & the Defs by John Phelps Esq comes into Court & denies the fact & Injury wherein & for Plea says he is not guilty in manner & form as the Pl in his Declaration ag<sup>t</sup> him hath alleged & there is

Granger vs  
Tilletson  
May 07 1745

puts himself on the Country & the Defendant to himself  
Liberty to reply answer in trial of the Appeal says the Plea  
above pleaded by the Def<sup>t</sup> & the matters therein contained  
is an insufficient answer to his Declaration & that he is not  
bound to answer by the Law of the Land to reply thereto where  
fore he prays Judgment & the Def<sup>t</sup> assenting to <sup>the</sup> Verdict  
verdict says his Plea is sufficient. Whereupon all and  
singular the Premises being seen & by the Court it appears  
to the Court that the Plea aforesaid of the said Abel & by him  
pleaded & the matters therein contained is a full & sufficient  
answer to the Declaration of the said Seth & by him pleaded  
& that the said Seth by his plea aforesaid sought to receive no  
thing & it is considered by the Court that the said Seth do receive  
nothing but that for his groundless Claim he be in mercy &  
it is <sup>likewise</sup> considered by the Court that the said Abel do recover  
against the said Seth his Costs in defending this Suit

After all which the said Seth by his Ally aforesaid appeals from  
the Judgment of this Court to the Supreme Judicial Court & law  
to be holden at Northampton <sup>where</sup> he  
recognizes with Sureties as the Law directs for said Abel  
prosecuting his said appeal with effect &c. as by said Re-  
cognizance on file does appear &c.

Newson vs  
Fobes

May 29 1795

Thomas Newson of Wethersfield in the County of Hartford &  
State of Connecticut Gent<sup>l</sup> vs Daniel Fobes of Greenfield  
in the County of Hampshire Sheriff Def<sup>t</sup> In a Plea  
of the Case for that said Daniel at Westfield to wit at Northam-  
pton aforesaid on the twenty second Day of November in the  
Year of our Lord 1792 by his promissory Note under his hand  
of that Date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him  
One hundred & seven pence towards Thirteen Shillings &  
Six pence Lawful m<sup>y</sup> by the first Day of March next  
ensuing the date of said Note with lawful Interest for the same  
the said Daniel the often therein requested hath never paid  
the Pl<sup>y</sup> the sum of money any penny thereof but unjustly  
neglects & refuses to do it & the Damage of the said Thomas  
One hundred & Fifty Pence. This Action was commenced  
at the last May Term & contin<sup>d</sup> from thence to this Time  
& now the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three Times called to  
come into Court makes Defaults of appearance here

Wherefore it is considered by the Court that the said Thomas do recover  
against the said Daniel Two Hundred & forty six Dollars & thirty six  
Cents Damages & Costs of Suit taxed at 2d 7, 24 1/2 & thereof  
179

Exon ip. Sept 29th 1795

William Stowell of the City County & State of New York Merchant Notwell  
Pls vs Shabod Bliss & Elisha Woodward both of Wiltshire in said County Bap & al  
Joint Debtors Defts In a Matter of the Case for that Shabod & Elisha May 90 1795  
at S. New York to wit at Northampton aforesaid on the Ninth Day  
of June Seventeen Hundred & ninety four by their promissory  
Note under their Hands of that Date by the names & Firm of Bliss  
and Woodward for value received promised the Plf to pay him or Order  
the sum of One Hundred Ninety seven Pounds fourteen Shillings  
& ten pence lawful Money of the said State of New York being one  
Hundred forty eight Pounds six Shillings & one penny half pen  
ny lawful Money of the Commonwealth aforesaid on Demand with  
Lawful Interest of the State of New York aforesaid which said lawful  
Interest is seven per Centum per Annum for the same till paid  
Also for that said Shabod & Elisha at said Northampton on  
the Ninth Day of June aforesaid were justly indebted to the Plf  
in the sum of One Hundred & Ninety seven Pounds fourteen Shil  
lings and ten pence lawful Money for goods Wares & Merchandises  
there before that Time by the said Plf to the said Shabod & Elisha  
sold and delivered at their special Instance & request being  
so indebted the said Shabod & Elisha then & there in consideration  
thereof undertook and to the Plf faithfully promised to pay  
the same last mentioned sum on Demand Yet said Shabod &  
Elisha tho' often thereto requested have never paid the Plf either  
of the sums aforesaid or hath either of them ever paid the same  
but unjustly neglect it to the Damage of the said William One  
Hundred Pounds & This action was commenced at the last  
May Term & continued from thence to this Time & now the Plf ap  
pears & the Defts tho' three Times called to come into Court  
make Def of appearance here & Wherefore it is considered  
by the Court that the said William do recover of the said  
Shabod & Elisha two Hundred Sixteen Dollars & Ninety Cts Damages  
Costs of Suit taxed at 2d 0, 35 & thereof

Exon ip. Sept 12th 1795

Haron Perry of Northampton in the County of Hampshire Perry vs  
Yaman & Pls vs Supply Clark Sur of Northampton aforesaid Yaman & al  
Defts In a Plea &c as set forth in the Declaration on filed &c This May 93 1795  
action was commenced at the last May Term & continued from thence  
to this Time & now neither Party appearing this Case is dismissed

Curtis vs Jonathan Curtis of Northampton in the County of Hampshire  
Morton vs Susan Ples Joshua Morton of Strafield in said County Yeoman  
May 95 1795 Deft In a Plea de, as set forth in the Declaration on file &c.  
This action was commenced at the last May Term & continued  
from thence to this time & now neither Party appearing  
this case is dismissed &c

James vs Thomas James of Chesterfield in the County of Hampshire Yeoman  
Phillips vs Sara Phillip Alexander Phillips & Ezra Phillips Jun<sup>r</sup> all  
May 97 1795 of Chesterfield in said County of Hampshire Yeoman Defts  
In a Plea of Trespass on the Case Whereupon the said Thomas James  
pleins for this to wit that whereas the said Sara Alexander &  
Ezra Jun<sup>r</sup> of Chesterfield aforesaid on the 3<sup>d</sup> Day of June in  
the year of our Lord One Thousand seven hundred & ninety four  
by their promissory Note under their Hands of that Date for  
value recd promised the said Thomas to pay him or Order the  
sum of six Pounds meaning six Pounds lawful Money by  
the first Day of January then next with promising lawful  
Interest till, and also for that whereas the said Sara Alexander  
and Ezra Jun<sup>r</sup> of Chesterfield aforesaid on the same 3<sup>d</sup> Day  
of June in said year of our Lord 1794 by their other promissory  
Note of that date for value recd promised the said Thomas  
to pay him the sum of One Pound four meaning four shillings  
in Demand with Interest till paid & yet the said  
Sara Alexander & Ezra Jun<sup>r</sup> although in Mercurio requests  
have never performed their said promises or either of them  
but neglect to do it to the Damage of the said Thomas twelve  
Pounds & this action was & is brought up at the last May Term  
and continued from thence to this time & now the Deft appears  
& the Deft tho' three Times called to come into Court make  
Default of appearance here Wherefore it is considered by the  
Court that the said Thomas to recover ag<sup>t</sup> the said Sara &  
Alexander & Ezra Jun<sup>r</sup> twenty five Dollars & eighty Cents Dam  
and Costs of Suit taxed at £ 0, 3 & there of &c

Exce<sup>n</sup> of Sep 30 1795

Brady vs Phillips  
May 99 1795 Joseph Brady of Chesterfield in the County of  
Hampshire & Solomon Russell of Chesterfield afores<sup>d</sup> joint Merch  
ants in Trade vs Alexander Phillips of Chesterfield afores<sup>d</sup> Yeoman  
Def<sup>t</sup> In a Plea of the Case for this to wit that whereas the said Alexander  
Phillips of said Chesterfield on the 3<sup>d</sup> Day of July last past  
then & there by his promissory Note under his hand of that

Date for value due promise the Pl<sup>y</sup> the Pl<sup>y</sup> to pay them or order the  
Sum of Seven Pounds Nine (meaning nine) Shillings and five Pence  
Lawful Money in Demand with meaning (lawful) Interest till  
paid Yet the said Pl<sup>y</sup> requested the said Alexander hath not per-  
formed his said promise but neglects it To the Damage of the Pl<sup>y</sup>  
Bailey & Russell Fifteen Pounds This action was brot up at the last  
May Term & contin<sup>d</sup> for m<sup>th</sup> hence to this time & now the Pl<sup>y</sup> appears &  
the Def<sup>t</sup> the Pl<sup>y</sup> three times called to come into Court make Def<sup>t</sup>  
of appearance here Wherefore it is considered by the Court the said  
Bailey & Russell do recover ag<sup>t</sup> the said Phillips twenty five Sh<sup>l</sup>  
& 79 C<sup>t</sup> Damages & Costs of suit taxed at Dols 7, 54 & thereof

Exon<sup>d</sup> Sep<sup>r</sup> 10 1795

Samuel Hamilton of Chertsey in the County of Hampshire Hamilton vs  
Yeoman Pl<sup>y</sup> vs Luke Gates late of Chertsey a for Blacksmith Gates  
Def<sup>t</sup> In a Plea & as set forth in the Declaration on file  
This action was brot up at the last May Term & contin<sup>d</sup> from  
hence to this time & now Neither Party appearing this case  
is dismissed &

Gad Smith of Whatley in the County of Hampshire Trader Pl<sup>y</sup> Smith vs  
vs Solomon Wells of Northfield in S<sup>d</sup> County Joiner Def<sup>t</sup> Wells  
a Plea of Trespass on the Case for that the said Solomon at S<sup>d</sup> May 101 1795  
Whatley on the 13<sup>th</sup> Day of Novem<sup>r</sup> in the Year of our Lord 1793  
by his note of hand of that Date for value due promised the said Gad  
to pay him or order Five Pounds, Seventeen Shillings (meaning  
Lawful Money in Demand with Interest Yet the said Solomon  
tho' often requested hath not p<sup>d</sup> the Pl<sup>y</sup> the contents of said note  
nor any part thereof but neglects & refuses it To the Damage  
of the said Gad Smith Seven Pounds This action was brought  
up at the last May Term and contin<sup>d</sup> from hence to this  
time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> the Pl<sup>y</sup> three times called  
to come into Court make Def<sup>t</sup> of appearance here  
Wherefore it is considered by the Court that the said Smith do  
recover against the said Wells Eighteen Dols & twenty six  
Cents Damages & Costs of suit taxed at Dols 0, 10 & thereof

Exon<sup>d</sup> Sep<sup>r</sup> 10 1795

Elijah Wait of Ashfield in the County of Hampshire Yeoman Wait vs  
Pl<sup>y</sup> vs Aaron Billings of Benway in S<sup>d</sup> County Yeoman dealer Billings  
Def<sup>t</sup> In a Plea of Trespass on the Case for that the said Aaron  
at S<sup>d</sup> Ashfield on the 27<sup>th</sup> Day of April current was justly indebted  
to the said Elijah in the Sum of Four Pounds five Shillings

Exon. (p) Sep 10<sup>th</sup> 1795

May 17 1795

is the Year of our Lord 1793 by his Note in writing under his  
hand of that date for value recd promised the Pl<sup>y</sup> to pay him or  
Order fifteen Shillings Pounds fourteen Shillings & Ten pence two  
farthings & 1/4 (meaning lawful money) within months from  
the Date of said Note with Interest for the same till paid yet  
tho<sup>s</sup> Benjamin tho<sup>s</sup> often requested hath never paid the Contents  
of said Note or any part thereof but unjustly neglected it to the  
Damage of the said Sh<sup>l</sup> with Sixteen Pounds. This Action  
was commenced at the last May Term & continued from thence  
to this time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>s</sup> th<sup>r</sup> thrice  
called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Sh<sup>l</sup> do  
recover against the s<sup>d</sup> Benjamin thirty seven Pounds & thirteen  
C<sup>t</sup>s Damages & Costs of Suit taxed at Dec<sup>r</sup> 7, 93 & thereupon

Exec<sup>d</sup> Sept 10 1793

John Griswold Jun<sup>r</sup> of Norwich in the County of Hampshire  
Pl<sup>y</sup> vs John Stubbins of Rupell in s<sup>d</sup> County Labourer  
Wherein called John Stubbins of Montgomery in the same  
County Labourer Def<sup>t</sup> In a Plea of Insuperior the Court  
for that the s<sup>d</sup> Stubbins at s<sup>d</sup> Montgomery on  
the 20<sup>th</sup> Day of October last past by his Note in writing un-  
der his hand of that date for value recd promised one David  
Thring to pay him or Order the Sum of Six Pounds Law<sup>l</sup> M<sup>y</sup>  
by the first Day of May then next with Interest for the  
same untill p<sup>d</sup> & afterwards to wit on the same twentieth  
Day of October aforesaid the said David Thring by his In-  
dorsement on said Note ordered the Contents of s<sup>d</sup> Note  
then due & unpaid to be p<sup>d</sup> the Pl<sup>y</sup> for value recd of which the  
s<sup>d</sup> Stubbins had Notice & thereby became chargeable to  
pay the contents of the s<sup>d</sup> Note to the Pl<sup>y</sup> according to the  
Tenor thereof & the s<sup>d</sup> Indorsement & being so chargeable  
promised the Pl<sup>y</sup> so to do yet the said Stubbins tho<sup>s</sup> often re-  
quested hath never paid the contents of said Note or any part  
thereof but unjustly neglected it to the Damage of the s<sup>d</sup>  
Griswold ten Pounds. This Action was entered at the last  
May Term & continued from thence to this time & now the Pl<sup>y</sup> appears  
and the Def<sup>t</sup> tho<sup>s</sup> th<sup>r</sup> thrice is called to come into Court makes  
Default of appearance here. Wherefore it is considered by

Griswold vs  
Stubbins

May 10 1795

the Court that the said Grinnold do recover ag<sup>t</sup> the said  
Stebbins twenty one Dollars six <sup>Damages</sup> C<sup>t</sup> & Costs of Suit taxed at  
Dol<sup>r</sup> 4, 49 & there of 2c, Exord ip<sup>o</sup> Sep 10<sup>th</sup> 1795

Woolworth vs Ebenezer Woolworth of Suffolk in the County of Hartford State  
Woolworth of Connecticut vs Manly vs Phineas Woolworth of Granville  
May 11<sup>th</sup> 1795 in the County of Hampshire German Dept<sup>o</sup> In a Plea  
of Trespass on the Case for that the said Phineas at West  
Springfield in the County aforesaid on the 1<sup>st</sup> Day of November  
last past by his Note in writing under his hand of that  
Date for Value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or Order  
Eight Pounds twelve Shillings & five pence Law<sup>y</sup> M<sup>y</sup> in  
three Months from the Date of said Note with Interest for the  
same until paid, yet the said Phineas tho<sup>o</sup> often re-  
quested hath never for the contents of said Note or any part  
thereof but unjustly neglected it to the Dam<sup>o</sup> of the said  
Ebenezer twenty five Pounds & this action was commenced  
at the last May Term & continued from thence to this time  
& now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>o</sup> three times called to  
come into Court neither Def<sup>t</sup> of appearance here  
Wherefore it is considered by the Court that the said Ebenezer  
do recover ag<sup>t</sup> the said Phineas thirty Dollars twenty four  
Cents Dam<sup>o</sup> & Costs of Suit taxed at Dol<sup>r</sup> 0, 1 & there of 2c  
Exord ip<sup>o</sup> Sep 10<sup>th</sup> 1795

Bond vs

Cobb

May 11<sup>th</sup> 1795

Solomon Bond of Plainfield in the County of Hampshire  
vs Isaac vs Jonathan Cobb of Gummerston in  
County German Dept<sup>o</sup> In a Plea of Trespass on the Case  
for that the said Jonathan at Plainfield on the 25<sup>th</sup> Day of  
October last past by his Note in writing under his hand  
of that Date for Value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him  
or Order the sum of Eleven Pounds 15<sup>s</sup> 4<sup>d</sup> Law<sup>y</sup> M<sup>y</sup> on Demand  
with Interest for the same till paid, yet the said Jonathan tho<sup>o</sup> often  
requested hath never paid the same or any part thereof but unjustly  
neglected it to the Dam<sup>o</sup> of the said Solomon twenty Pounds  
This action was commenced at the last May Term & continued  
from thence to this time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup>  
tho<sup>o</sup> three times called to come into Court neither Def<sup>t</sup> of  
appearance here, Wherefore it is considered by the Court

that the said Solomon do re over ag<sup>t</sup> the said Jonathan. Tylmore  
Dd<sup>r</sup> 2 twenty eight Cents Damages & Costs of Suit taxed at Dd<sup>r</sup> 7, 24  
2 Pence of 2

Exon ip<sup>r</sup> Sept 10 1795

Jonathan Perkins of Conway in the County of Hampshire Trader Pl<sup>y</sup>  
vs Nathan Starwood & Amherst Starwood both of Windsor in said  
County of Berkshire yeomen Def<sup>t</sup> In a Plea of Trespass on the  
Case for that the said Nathan & Amherst at Plainfield in Coun-  
ty of Hampshire on the 1st Day of October in the Year of our  
Lord 1793 by their Note in writing under their Hands of that  
Date for value re<sup>d</sup> promised to pay the Pl<sup>y</sup> to Pay him or order  
Fifty Pounds Lawful Money to be in good merchantable Hurd Grap &  
Clover Seed to be delivered at the Store of the Pl<sup>y</sup> in Plainfield in the  
month of November in the Year of our Lord 1794 with Interest for  
the same until paid & the Pl<sup>y</sup> avers that he hath ever been ready  
to receive the Hurd Grap & Clover Seed according to the Tenor  
of said Note Yet the said Nathan & Amherst tho<sup>t</sup> often requested  
have not either of them paid the Contents of their Note afores<sup>d</sup>  
or any pt<sup>r</sup> thereof but unjustly neglected it & to the Damage  
of the said Jonathan Thirty Pounds & This action was entered  
at the last May Term & written from thence to this time & now  
the Pl<sup>y</sup> appears & the Def<sup>t</sup>s tho<sup>t</sup> three times called to come  
into Court make Default of appearance here & Wherefore  
it is considered by the Court that the said Jonathan do re  
over ag<sup>t</sup> the said Nathan & Amherst Fifty five  
Dd<sup>r</sup> 2 sixty three Cents of Damages & Costs of Suit taxed at  
Dd<sup>r</sup> 6, 05 2 Pence of 2

Exon ip<sup>r</sup> Sep 10 1795

Perkins vs  
Starwood & al  
May 115 1795

Robert Bowne of the City County & State of New York Merch<sup>t</sup> Bowne vs  
Pl<sup>y</sup> vs Thomas Burbank of Granville in the County of Hamp<sup>r</sup> May 116 1795  
Shire Esquire Def<sup>t</sup> In a Plea of Trespass on the Case for that  
the said Thomas at New York to wit at Granville aforesaid on  
the first Day of Novem<sup>r</sup> in the Year of our Lord 1792 by his Note  
in writing under his Hand of that Date for value re<sup>d</sup> promised  
the Pl<sup>y</sup> to pay him or Ord<sup>r</sup> the sum of One Hundred & Fifty one  
Pounds fourteen Shillings & five pence New York Currency  
and demand with lawful Interest for the same until paid  
meaning Interest after the Rate of Seven per Centum per  
Annum & the Pl<sup>y</sup> avers that the same One Hundred & fifty  
one Pounds fourteen Shillings & five pence New York Currency  
is equal in Value to three pence of the same sum of the

Commonwealth of Massachusetts aforesaid Yet the said Thomas tho' often requested hath never paid the contents of said Note or any part thereof but unjustly neglected it to the Damage of the s<sup>d</sup> Robert two Hundred Pounds - This Action was commenced at the last May Term & continued from a which Time the Pl<sup>y</sup> appeared & the Def<sup>t</sup> the three Times called to come into Court made Default of appearance & the Cause was contin<sup>d</sup> to this Term & now the Pl<sup>y</sup> appears & prays Judg<sup>t</sup> & it is considered by the Court that the said Robert do recover ag<sup>t</sup> the said Thomas three Hundred sixty seven Dols & twenty two C<sup>t</sup> Dams & Costs of Suit taxed at Dols 7, 46 & there of d<sup>c</sup> )

Cur 21

May 12<sup>th</sup> 1795  
Machum & ag<sup>t</sup> Samuel Owen of Southwick in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Paul Machum of the same Southwick in Yeoman  
complain<sup>t</sup> ag<sup>t</sup> Paul & Machum of the In a Plea of Debt for that  
whereas on the 30<sup>th</sup> Day of Dec<sup>r</sup> last past at West Springfield  
in s<sup>d</sup> County the s<sup>d</sup> Paul Machum before Abraham Bur  
bank Esq<sup>r</sup> then & ever since a Justice of the Peace for s<sup>d</sup> County  
acknowledged in the form prescribed by Law under the  
hand & seal of the s<sup>d</sup> Paul Machum that the s<sup>d</sup> Paul  
Machum owed unto the said Sam Owen the sum of  
twelve Pounds 13<sup>2</sup> Lawful Money to be p<sup>d</sup> to the s<sup>d</sup> Samuel on  
the first Day of March in the Year of our Lord One Thousand  
Seven Hundred & twenty five & the s<sup>d</sup> Paul by the Recogni  
zance then & there entered into as aforesaid with & grant  
that if he should fail of the Payment of the Debt aforesaid by  
the Time aforesaid to wit the first Day of March aforesaid that  
the same should be levied of his Goods & Chattels Lands & Ten  
ements & in want thereof of his Body as by the Record  
thereof before the Court now remaining fully appears  
wherein the Recognizance in its full force wholly un  
satisfied & unreversed & unsupp<sup>d</sup> on which no Execution hath  
been issued whereby Action hath accrued to the s<sup>d</sup> Samuel to  
Demand & recover of the said Paul the said sum of Twelve Pounds  
13<sup>2</sup> & the Interest on the same Yet the s<sup>d</sup> Paul tho' often re  
quested hath never p<sup>d</sup> said sum or any part thereof but un  
justly neglected & refused to do it & the s<sup>d</sup> Paul hath abandoned  
all his Estate & is secreted himself & his Effects that  
neither can be nor is to be attached - That Taken & the

of said Southwick Gentleman is agent & Trustee of the sd Paul & he  
his God, &c. To the Damage of the said Samuel seven twenty Pounds  
This Action was entered at the last May Term & continued at which Time  
the Plg appeared & the said John Noble the agt aforesd appeared & was  
sworn as the Law directs &c. Testified that at the Time of the service  
of the Writ upon him in owed the said Mearns a Note of hand for Ten  
Pounds & of 10/ payable in meat & cattle on the first Day of April next  
with Interest from the first Day of April last &c. & the Case was continued  
as the Law directs to this Time & now the Plg appears & the sd  
Paul Mearns the Principal being three Times called to come into  
Court makes Default of appearance here. Wherefore it is  
considered by the Court that the said Samuel do recover against  
Paul  
& Costs of suit taxed at Oct 0, 36 & thereupon

183

Lyman vs  
Fowler  
May 122 1795

Thomas Standish of Southwick in the County of Hampshire  
Yeoman Plg vs Abel Thuring of Suffield in the County of Hart Standish vs  
ford & State of Connecticut Yeoman alias Gent. Deft In a Plea Thuring  
& as set forth in the Declaration on Subj. This Action was May 124 1795  
brought up at the last May Term & continued from thence to this  
Time & now the Plg being three Times called to come into  
Court is Non suit the Deft appears &c.

Zalmunna Root of Southwick in the County of Hamp Root vs  
shire Yeoman Plg vs Simon Wilcox of Southwick aforesd Wilcox  
Yeoman Deft In a Plea, as set forth in the Declaration May 125 1795  
on Subj. This Action was brought up at the last May Term  
and continued from thence to this Time & now neither Party ap  
pearing this Case is dismissed &c.

Abner Woolworth of Suffield in the County of Hartford Woolworth vs  
the County State of Connecticut Yeoman Plg vs Phineas Worl Woolworth  
worth of Granville in the County of Hampshire Yeoman Deft May 126 1795  
In a Plea of Trespass on the Case for that the said Phineas at  
said Granville on the fourth Day of November last past by his  
Note in writing under his hand of that Date for value recd

promised the Plt to pay him or Order the Sum of Eight Pounds  
Three Shillings & one penny Lawful Money in three Weeks from the  
Date of sd Note with Interest for the Sum until it is paid -  
yet the said Thim has tho often requested hath never paid the  
same but unjustly neglected it - To the Damage of the Plt  
sd Sum twenty Pounds - This Action was brot up the last  
May Term & contin'd from thence to this Time & now the Plt  
appears & the Deft's tho three Times called to come into  
Court makes Deft of appearance here Wherefore it is  
considered by the Court that the said Deft do recover agt  
the said Thim twenty eight Pds & sixty 6s Damages and  
Costs of Suit taxed at Pds 10, 27 & therefore,

Ex in ip' Sep 10 1795

Longley vs  
Glover  
May 120 1795

<sup>Joseph</sup>  
~~Edward~~ Longley of Trauby in the County of Hampshire Bus  
bandman Plt vs Edward Lewis Glover of Trauby of the same  
County Deft In a Plea as set forth in the Declaration on File -  
This Action was brot up at the last May Term & contin'd from  
thence to this Time & now the neither Party appearing this  
Case is dismissed -

Hall vs  
Field & al  
May 129 1795

Samuel Hall of Abfield in the County of Hampshire Blacksmith  
Plt vs Oliver Field & David Field both of Conway in sd County  
Yeomen Defts In a Plea of the Case set forth that the sd Oliver & David  
at Conway as sworn on the second Day of July last past  
by their Wt to under their Hands of that Date for Value recd pro  
mised the Plt to pay him Seventeen Pounds Fifteen Shillings  
and three pence Lawful Money on Demand with  
Interest yet the said Oliver & David or either of them tho  
often requested the same Sum and Interest have not paid  
but neglected it To the Damage of the said Samuel Thirty  
Pounds This Action was brot up at the last May Term  
& contin'd from thence to this Time & now the Plt appears  
and the Deft's tho three Times called to come into Court  
makes Deft of appearance here, Wherefore it is con-  
sidered by the Court that the said Samuel do recover against  
the said Oliver & David Sixty one Pds & 20 Shs Damages  
and Costs of Suit taxed at Pds 3, 45 & therefore,

Ex in ip' Sep 12 1795

Samuel Fowler of Westfield in the County of Hampshire Esquire  
Pls vs Biddad Fowler of Southwick in said County Gent<sup>l</sup> Deft<sup>r</sup> In a  
Moa of Trespas on the Case for that whereas the said Biddad at said  
Westfield on the Twentieth Day of May One thousand Seven hundred  
and ninety four by his promissory Note in writing under his hand  
of that Date for Value rec<sup>d</sup> promised the said Fowler to pay him or Order  
Twenty three Pounds seven Shillings & three pence on Demand  
with the Lawful Interest for the same Sum till paid. Yet said  
Biddad tho' often requested hath never paid the said Fowler the  
same but unjustly neglects it. To the Damage of the said  
Fowler Forty Pounds. This action was brot up at the last May  
Term & contin<sup>d</sup> from thence to this Time. Now the Pl<sup>y</sup> appears  
& the Deft<sup>r</sup> tho' three Times called to come into Court makes Def<sup>t</sup>  
of appearance here. Wherefore it is considered by the Court  
that the said Samuel do recover ag<sup>t</sup> the said Biddad Fowler  
Eighty three D<sup>ts</sup> & Eighty nine Cents Damages & Costs of  
Suit taxed at D<sup>ts</sup> 6, 24 & third 4s.

104  
Fowler vs  
Fowler  
May 130 1795

Exon ip<sup>d</sup> Sep 10 1795  
Samuel Fowler of Westfield in the County of Hampshire Esquire  
Pls vs Roger Bagg Yeman & John Fowler Yeman both of West  
Field aforesaid Deft<sup>r</sup> In a Moa of the Case for that whereas the  
said Roger & John at s<sup>d</sup> Westfield on the twenty fifts Day of May  
in the Year of our Lord 1792 by their promissory Note in writing  
under their hands of that Date for Value rec<sup>d</sup> promised the said  
Samuel to pay him or Order Seven Pounds & Nine Shillings and  
Six pence within one Year with the Lawful Interest till paid yet the said  
Roger & John nor either of them have ever paid the said Sam<sup>l</sup>  
the same but unjustly neglects so to do. To the Damage of  
the said Samuel Fowler Fifteen Pounds. This action was  
brot up ~~recorded~~ at the last May Term & from thence contin<sup>d</sup> to this  
Time. Now the Pl<sup>y</sup> appears & the Deft<sup>r</sup> tho' three Times called to  
come into Court makes Default of appearance here. Wherefore  
it is considered by the Court that the said Samuel  
do recover ag<sup>t</sup> the said Roger & John twenty Nine D<sup>ts</sup> & Twenty  
one Cents Damages & Costs of Suit taxed at D<sup>ts</sup> 7, 74 & third 4s.  
Exon ip<sup>d</sup> Sep 10 1795

Fowler vs  
Bagg & al  
May 130 1795

How vs

Smith

May 132 1795

Nathan How of ~~Worcester~~ <sup>Worcester</sup> in the County of Worcester Gent  
 Plf vs William Smith of New Salem in the County of Hamp  
 shire Deft In a Plea &c, as set forth in the Declaration on  
 File &c, This Action was commenced at the last May Term  
 and from thence continued to this time & now the Plf being  
 three times called to come into Court makes default The  
 Deft appears & prays Judgt for his costs, Wherefore it is  
 considered by the Court that the said Smith do recover agt the  
 said How his costs in defending this Suit taxed at Dol 6, 75  
 & thereof &c

Exord ip Sep 15 1795

Fuller vs

Warren

May 133 1795

Nathan Fuller of Ashfield in the County of Hampshire & New  
 Plf vs Joseph Warren of Ashfield aforesaid Deft In a Plea  
 of the Case for that the said Joseph at Ashfield aforesaid on the  
 5th Day of March in the year of our Lord 1794 by his note of Hand  
 of that date for Value recd promised the Plf to pay him or Order  
 One Hundred & fifteen Pounds lawful M<sup>y</sup> on or before the 13th  
 Day of Decem<sup>r</sup> then next with lawful Interest which time  
 has elapsed & yet the said Joseph has often requested the same  
 sum & Interest has not pd but neglects it To the Dam<sup>s</sup> of  
 the said Nathan Forty Pounds, This Action was first put  
 the last May Term & from thence continued to this time &  
 now the Plf appears & the Deft the three times called to  
 come in to Court makes default of appearance here  
 Wherefore it is considered by the Court that the said Nathan  
 do recover against the said Joseph Ninety eight Dol<sup>s</sup> & 65<sup>cts</sup>  
 Damages  
 & Costs of Suit taxed at Dol 7, 02

Exord ip Sep 12 1795

Parker vs

Trill

May 134 1795

Eletha Parker of Ashfield in the County of Hampshire & New  
 Plf vs Oliver Trill of Conway in said County Deft In a  
 Plea of the Case for that the said Oliver at Ashfield aforesaid  
 on the 24th Day of October last past by his note under his  
 hand of that Date for value recd promised the Plf to pay  
 him twelve Pounds meaning Lawful M<sup>y</sup> by the first Day  
 of May then next meaning also with Interest which time  
 has elapsed & now also for that the said Oliver then afterwards  
 on the same Day viz on the 24th Day of October last past by  
 his note under his hand of that Date for value recd prom  
 ised the Plf to pay him three Pounds meaning Lawful M<sup>y</sup>  
 by the first Day of May then next meaning also with Interest

Note which I have elapsed Yet the said Oliver tho often requested  
the same sum and the Interest has not paid or either of them but  
neglects it To the Damage of the said Elisha twenty Pounds This action  
was brot up at the last May Term & contind from thence to this Time  
& now the Plf appears & the Dfd tho three Times called to come into  
Court makes Default of appearance here Wherefore it is considered by  
the Court that the said Elisha do recover against the said Oliver  
Thirty five Pds & Eighty 6<sup>th</sup> Damages & Costs of Suit taxed at Pds 8, 2s  
& 6d

1075

Exon ip<sup>d</sup> Sep 12 1795

William Flowers of Buckland in the County of Hampshire. Inhabitant  
Plf vs Peter Clark of Conway in the County of said Inhabitant Dfd  
In a Plea of the Case for that the said Peter at Northampton aforesaid  
on the 30<sup>th</sup> Day of July last past by his Note under which hand of that  
Date for value recd promised the Plf to pay him eleven Pounds 7/6  
meaning lawful Money and the Interest by the first of March  
then next following the first Day of March then next / which Time  
has elapsed and the said Peter tho often requested the same sum has  
not pd but neglects it To the Damage of the said William two Pounds  
This action was commenced at the last May Term  
& contind from thence to this Time & now the Plf appears & the  
Dfd tho three Times called to come into Court makes Default  
of appearance here Wherefore it is considered by the Court  
that the said William do recover against the said Peter twenty  
two Pds & Seventy one Cents Dam<sup>s</sup> & Costs of Suit taxed at  
Pds 7, 3s & 6d

Flowers vs  
Clark

May 13<sup>th</sup> 1795

Exon ip<sup>d</sup> Sep 12 1795

Samuel Paine of Worcester in the County of Worcester Plf  
vs Stephen Spalding of Sunderland in the Coun-  
ty of Hampshire Yeoman Dfd In a Plea as set forth in  
the Declaration on file This action was entered at the last  
May Term & contind from thence to this Time & now neither  
Party appearing this Case is dismissed

Paine vs  
Spalding

May 14<sup>th</sup> 1795

Daniel Dunham of Conway in the County of Hampshire  
Yeoman Plf vs Moses Hayden of Conway aforesaid Physician  
Dfd In a Plea of the Case for that whereas the said Moses at  
Conway on the 22<sup>nd</sup> Day of August Annoque Domini 1792  
by his Note in writing under his Hand of that Date for value  
recd promised the said Daniel to pay him £9, 13, 4 Law<sup>d</sup> M<sup>y</sup>  
on Demand with Interest Yet the said Moses tho often requested  
hath never pd sd Note or any p<sup>t</sup> thereof but neglects it  
to the Dam<sup>s</sup> of the said Daniel Twelve Pounds This action

Dunham vs  
Hayden

May 14<sup>th</sup> 1795

after all which the <sup>d</sup> Moses appears in Court by Amos Strong  
Jnr his atty and appeals from the Judge of this Court to the  
Supreme Judicial Court to be holden at Northampton upon  
the fourth Tuesday of Sept<sup>r</sup> Inst & he recognises with sure  
ties as the Law directs for <sup>d</sup> Moses' prosecuting his appeal  
with effect as by <sup>d</sup> recognisance on file does appear,

James 2d & Adm Samuel Jones of Middlefield in the County of Hampshire  
vs Safford and Caleb Jones of Enfield in the County of Suffolk  
May 150 1775 State of Connecticut Yeoman Administrators on all 2.  
singular the Goods & Chattels Rights and Credits of Philip  
Jones late of Middlefield aforesaid Physician deceased P<sup>er</sup> vs  
John Safford of Buckland in the County of Hampshire  
Physician Deft In a Plea of Trespass upon the Case  
for that whereas the said John on the 13<sup>th</sup> Day of November  
last past at Buckland aforesaid by his Note in writing  
under his Hand of that date for value rec<sup>d</sup> by the name  
of J Safford promised the said Philip then living to pay  
him in Order L<sup>th</sup> 1. 3 & 1/4 meaning Sixty 1/4 in de  
mand with use (meaning Interest) till p<sup>d</sup> yet the  
John tho' often requested never paid the Contents of said Note  
to the said Phillip in his Life Time neither hath he since  
his Decease ever or the same to the s<sup>d</sup> Adm<sup>rs</sup> tho' by them  
requested but neglects to do it - To the Damage of the  
said Samuel & Caleb Sixteen Pounds - This action was  
commenced at the last May Term & continued from thence  
to this Time & now the Pl<sup>ff</sup> appears & the Deft<sup>s</sup> tho' three times  
called to come into Court makes Default of appearance  
Wherefore it is considered by the Court that the s<sup>d</sup> Samuel &  
Caleb are entitled to the said John in their s<sup>d</sup> Capacity Forty  
Pounds & the same with Costs Damages & Costs of Suit  
fixed at 10<sup>0</sup> 7, 10 - Therefore Given in N<sup>o</sup> 25 1775

Refus Arms Yeoman & Lemuel Arms Yeoman both of Dursfield in the  
County of Hampshire & partners in Trade M<sup>r</sup> vs Timothy Perry  
of Dursfield aforesd Yeoman Deft<sup>r</sup> In a Plea of Trover upon the  
Case for that whereas the said Timothy at said Dursfield in the 12<sup>th</sup> Day  
of Sept<sup>r</sup> last past by his promissory Note underwriting under his  
hand of that Date for value recd promised the sd Refus & Lemuel  
by the names & under the Firm of Refus & Lemuel Arms to  
pay them the sum of twelve Pounds Lawful Money & to bind with  
Interest till paid Yet the sd Timothy tho' often requested thereto  
hath never paid the whole Contenting sd Note but neglects it to the  
Damage of the said Refus & Lemuel Ten Pounds. This Action  
was brought up at the last May Term & contin<sup>d</sup> from thence  
to this Time & now the Plaintiff & the Deft<sup>r</sup> the three Times  
called to come into Court makes Default of appearance here.  
Wherefore it is considered by the Court that the sd Refus  
and Lemuel do recover against the said Timothy twenty  
one Shillings & 3 pence Dam<sup>s</sup> & Costs of Suit taxed at 17s 6  
pence & the costs.

Exempli Dec<sup>r</sup> Bot<sup>r</sup> 1795

Joseph Perry of New Salem in the Yeoman a Deputy Sheriff  
vs Elisha Porter Esq<sup>r</sup> of 5<sup>th</sup> County N<sup>y</sup> vs William Bowman  
Esq<sup>r</sup> of Severett in sd County Yeoman & Joseph Hubbard Willard  
of Severett aforesd Yeoman Deft<sup>r</sup> In a Plea & as set forth  
in the Declaration on file &c. This Action was commenced  
at the last May Term & contin<sup>d</sup> from thence to this Time &  
now neither party appearing this Case is dismissed.

Gideon Henderson of Claremont in the County of Cheshire &  
Seat of New Hampshire Yeoman N<sup>y</sup> vs William Hittbridge  
of Pittsfield in the County of Berkshire Surgeon Deft<sup>r</sup> In a  
Plea of Trover for that said William at sd Northampton in  
the 2<sup>d</sup> Day of May in the year of our Lord 1798 by his Note  
for value recd promised sd Gideon to pay him the sum of  
fifty Pounds and five pence in Lawful Money by the month of  
May meaning on or before the month of May then next  
with Lawful Interest for the same until pd Yet sd Gideon tho' often  
requested hath never paid the same or any part thereof but neglects  
it to the Damage of the sd Gideon forty Pounds. This Action  
was commenced at the last May Term at which Time the N<sup>y</sup>  
appeared & the Deft<sup>r</sup> the three Times called to come into Court  
makes Default of appearance & the Case was then contin<sup>d</sup> to this Time.

and now the Pl<sup>y</sup> appears & prays Judgment. It is considered by the Court that the said Gideon do recover ag<sup>t</sup> the said William Ninety eight Dols & sixty nine C<sup>t</sup> Damages & Costs of Suit taxed at Dols 6,43 & three of 4<sup>th</sup> Exempt Sep 12 1795

Penn vs  
Wells

May 18 1795

Isiah Penn of New Salem in the County of Hampshire Year<sup>r</sup> Pl<sup>y</sup> vs Ebenezer Wells of Dursfield in the County of Hampshire Def<sup>t</sup> In a Plea of the Case for that the said Ebenezer at said New Salem on the 10<sup>th</sup> Day of Novem<sup>r</sup> in the Year of our Lord 1793 by his Notunder his Hand of that date for Value rec<sup>d</sup> promised the said Isiah to pay him or his Order the Sum of £12. Pounds in Law M<sup>y</sup> or Demand with Law<sup>d</sup> Interest for the same till paid Yet s<sup>d</sup> Ebenezer tho<sup>t</sup> often requested hath never paid the same nor any p<sup>t</sup> thereof but neglects & refuses to do it To the Damage of the said Isiah twenty four Pounds. This Case was entered the last May Term & contin<sup>d</sup> from thence to this Time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>t</sup> three Times called to come into Court make Default of appearance here. Wherefore it is considered by the Court that the said Isiah do recover ag<sup>t</sup> the said Ebenezer forty four Dols & thirty five Cents Dam<sup>s</sup> & Costs of Suit taxed at Dols 7,43 & three of 4<sup>th</sup>

Oliver vs

2<sup>d</sup> Parish in Pelham

May 16 1795

Andrew Oliver of Pelham in the County of Hampshire Clerk Pl<sup>y</sup> vs the 2<sup>d</sup> Parish The Inhabitants of the second Parish in Pelham at vs Def<sup>t</sup> In a Plea de ass<sup>t</sup> p<sup>t</sup> in the Declaration on file &c. This Action was entered at the last May Term & contin<sup>d</sup> from thence to this Time & now neither Party appearing this Case is dismissed.

Martle vs  
Baker

May 15 1795

Marius Martle of Springfield in the County of Hampshire Apothecary Pl<sup>y</sup> vs Ebenezer Stagg of C<sup>t</sup>well in the County of in the State of Vermont Physician & John Baker of Springfield ap<sup>r</sup>s Jo<sup>r</sup>man Def<sup>t</sup> In a Plea of Enjoinder on the Case for that whereas the said Ebenezer & John of Springfield ap<sup>r</sup>s on the sixth Day of June in the Year of our Lord 1795 by their agreement of that date for Value rec<sup>d</sup> promised Martle to pay him or his Order on Demand £4.7.7 lawful M<sup>y</sup> or Demand & interest for the same

Note paid and the said Joel then afterwards on the same fourth Day of  
 June the Contents of said Note being then wholly unpaid on which his  
 Indorsement on the same Note with his hand subscribed & thereby  
 appointed the Contents thereof to be paid to the Pl<sup>y</sup> & delivered  
 the same Note to Pl<sup>y</sup> of all which the said Ebenezer & John then after  
 wards on the same Day had notice & thereby became liable to pay  
 to the Pl<sup>y</sup> the same Contents & being so liable the said Ebenezer &  
 John then & there in consideration thereof assumed on themselves  
 & promised the Pl<sup>y</sup> to pay him the same contents on Demand  
 yet the often requested the S<sup>d</sup> Ebenezer & John whether of them have  
 never paid the same or any part thereof but unjustly neglect & refuse  
 it To the Dam<sup>t</sup> of the S<sup>d</sup> Marcus Ten Pounds - This action was  
 brought up at the last May Term & continued from thence to  
 this time now the Pl<sup>y</sup> appears & the Def<sup>t</sup>s the three Guins  
 called to come into Court make Default of appearance here  
 Wherefore it is considered by the Court that the S<sup>d</sup> Marcus  
 do recover ag<sup>t</sup> the S<sup>d</sup> Ebenezer & John Seventeen Dollars & one Co-  
 Dam<sup>t</sup> & Costs of Suit taxed at 7, 10 & 10 p<sup>ts</sup> of a Shilling.

Exec<sup>d</sup> up<sup>d</sup> Sep 12 1795

Eddy vs

Clarks & al

May 14<sup>th</sup> 1795

Charles Eddy of Palmer in the County of Hampshire Yeoman  
 Pl<sup>y</sup> vs Seth Clark of Wilbraham in said County Clerk & Eli  
 Clark of Wilbraham in said County Yeoman Def<sup>t</sup>s In a Plea  
 wherein the said Charles demands ag<sup>t</sup> the S<sup>d</sup> Seth & Eli six shillings  
 and Pence<sup>ts</sup> of a certain tract of Land <sup>or parcel</sup> lying & being in Wilbra-  
 ham aforesaid lying in the Road running by the Baptist  
 Meeting House beginning at a Trap of Stones by S<sup>d</sup> Road  
 bounding East on said Road bounding Northerly & Southerly  
 & Westerly on Land of Joshua Walbridge containing by thirty  
 Acres together with a dwelling House thereon standing with  
 the Appurtenances as the Right & Inheritance of the said  
 Charles & Whereupon he says that he the said Charles with  
 in ten years now last past in a Time of Peace was seized of the  
 demanded Premises with the Appurtenances in his Demise  
 as of fee & Right taking the Profits thereof to the Value of Five  
 Pounds by the Year & when into the said Seth & Eli have not  
 entry but by dissuasion by them unjustly committed with  
 in ten years now last past entering the said Charles unju-  
 stly claim that the said Seth & Eli unjustly deprive him & hold him  
 out therefrom To the Damage of the said Charles as he swears  
 Thirty Pounds - This action was entered at the last May Term

and from thence written to this time & now the P<sup>y</sup> appears  
by George Blip Esq<sup>r</sup> his atty & the Def<sup>tts</sup> by John Hooker Esq<sup>r</sup>  
their atty come & Defend the force & injury where L<sup>d</sup> & say  
they are not guilty of the dep<sup>r</sup> in set forth in the P<sup>y</sup> Dec  
laration & therof put themselves in the Country & the S<sup>d</sup>  
Charles reserving liberty to himself to waive the Plea  
Demurrer & join the Issue tendered for Plea says the Plea  
aforesaid of the S<sup>d</sup> S<sup>t</sup>h & E<sup>d</sup> in manner & form aforesaid the  
matters contained therein are not sufficient to which he  
is not bound to answer & which he is ready to verify  
wherefore for want of a sufficient Plea in this behalf he  
prays Judgment And the S<sup>d</sup> S<sup>t</sup>h & E<sup>d</sup> consenting to  
said Reservation says his Plea aforesaid is sufficient &  
therefore all & singular the Premises being said by the  
Court understood it appears to the Court that the Plea  
aforesaid of the said S<sup>d</sup> S<sup>t</sup>h & E<sup>d</sup> & by them pleaded & the matters  
therein contained is a full and sufficient answer to the  
Declaration of the S<sup>d</sup> Charles & by him pleaded & that the  
said Charles by his Plea aforesaid ought to receive nothing  
& it is considered by the Court that the said Charles do  
receive nothing but that for his grounds claim he  
be in mercy & it is further considered by the Court that  
the S<sup>d</sup> S<sup>t</sup>h & E<sup>d</sup> do recover against the S<sup>d</sup> Charles their  
Costs in defending this Suit taxed at 20<sup>s</sup>

Whereupon the S<sup>d</sup> Charles by his atty aforesaid appeals from  
the Judgt of this Court to the Supreme Judicial Court to  
be holden at Northampton within for the County of  
Massachusetts aforesaid on the ~~end~~ fourth Tuesday of Sept<sup>r</sup> next  
and he Recognizes with Sureties as the Law directs for  
the said Charles prosecuting his said appeal with effect &  
as by S<sup>d</sup> Recognizance in file does appear

Flower & al

May 17 1775

May 17 1775

Samuel Flower Esquire Justice of the Peace for the County of  
Hampden all of West Springfield aforesaid (Pls vs David)  
Manning of West Springfield aforesaid Gent<sup>l</sup> Def<sup>t</sup> In a Plea  
of ~~assault~~ the law for that whereas the said David  
at said West Springfield on the 12<sup>th</sup> Day of Oct<sup>r</sup> in the  
Year 1772 by his private & by his hands  
at said West Springfield in presence of the P<sup>y</sup> & by the

name of Samuel Flowers & Company to pay them Eighteen Bushels of good merchantable Rye on Demand with Lawful Interest for the same till paid - Also for that whereas the said David afterwards to wit at West Springfield on the 22<sup>d</sup> Day of Octr aforesaid by one other promissory Note of Hand of that date for value recd promised the P<sup>rs</sup> by the name of Samuel Flowers & Company to pay & deliver them one other quantity Nine Bushels of good merchantable Rye on Demand with Interest for the same till paid - Also for that the said David afterwards to wit at West Springfield on the 27<sup>th</sup> Day of Octr in the year last aforesaid by one other his promissory Note of Hand of that date for value recd promised the P<sup>rs</sup> by the name of Samuel Flowers & Company to pay & deliver them one other Quantity of twenty one Bushels of good merchantable Rye on Demand with Lawful Interest for the same till paid - Also for that the said David at West Springfield on the first Day of November in the same year last aforesaid by one other his promissory Note of Hand of that Date for value recd promised the P<sup>rs</sup> by the name of Samuel Flowers & Company to pay & deliver them other Ten Bushels of Good merchantable Rye on Demand with Lawful Interest for the same till paid - Also for that the said David afterwards to wit at said West Springfield on the 5<sup>th</sup> Day of the same Novemb by one other his promissory Note of Hand of that Date for value recd promised the P<sup>rs</sup> by the name of Samuel Flowers & Company to pay & deliver them other Ten Bushels of Good merchantable Rye on demand with Lawful Interest for the same till paid - Also for that the said David at West Springfield afterwards to wit on the same Tenth Day of Novemb last aforesaid by one other his promissory Note of Hand of that date for value recd promised the P<sup>rs</sup> by the name of Samuel Flowers & Company to pay & deliver them <sup>one</sup> other Quantity of Twelve Bushels of good merchantable Rye on demand with Lawful Interest for the same till paid - And the P<sup>rs</sup> aver that the said Rye was well worth six Shillings by the Bushel at the time of Demanding the same that they were always ready to receive the said Rye according to the tenor and effect of each & every of the aforesaid Notes yet the said David tho' often requested particularly on the 27<sup>th</sup> Day of March last past hath never p<sup>d</sup> the same or either or any part of the aforesaid sums or delivered any of said Rye mentioned in said Notes to the P<sup>rs</sup> or either of them but unjustly

neglect and refuses so to do. To the Damages of the said  
Samuel Justin & Twenty eight Pounds.  
This action was commenced at the last May Term at which  
term the Plaintiff appeared and the Defendant  
thrice called to come into Court made  
Default of appearance & the Case was continued from then  
to this Term & now the Plaintiff prays Judgment  
and it is considered by the Court that the said Samuel  
Justin & Dependent recover against the said David Thursty Eight  
Dollars & thirty eight Cents Damages & Costs of Suit taxed  
at 7, 79 thereupon, Decree Sept<sup>r</sup> 12 1795

Case 21

Barrett & Samuel Case of New York in the County of New York in  
May 14<sup>th</sup> 1795 The State of New York Merchant Plaintiff is Oliver Barrett &  
Sol<sup>r</sup> Bacon both of Williamstown in the County of  
Berkshire joint dealers in Trade & Traders in Company  
Defendants in a Plea of the Trover in the Case for that  
whereas the said Barrett and Bacon at New York town  
at Northampton aforesaid on the 10<sup>th</sup> Day of July in  
the Year of our Lord 1793 by their promissory Note in  
writing of that Date for value received promised the Plaintiff  
to pay him or his Order £130, 9, 28 Lawful Money of the  
State of New York within nine Months from the date of  
Note with Lawful Interest of said State from the date of  
Note till paid and the Plaintiff avers that the same Sum is  
equal in value to one Hundred & three Pounds 17/3  
Lawful Money of this Commonwealth. Yet the said Barrett  
and Bacon were therewith in the often made requests  
both never paid the same or any way performed  
their said Promise but unjustly neglect & refuse so to do  
to the Damage of the said Samuel Sixty Pounds.  
This action was commenced at the last May Term at  
which time the Plaintiff appeared & the Defendant thrice times  
called to come into Court made Default of appearance  
thereupon. When for the Case was continued to this Term  
& now the Plaintiff appears & the Defendant prays Judgment & it is  
considered by the Court that the said Samuel do recover against  
the said Barrett and Bacon one Hundred & thirty eight  
Dollars & 64 Cents Damages & Costs of Suit taxed at 7, 79  
thereupon, Decree Sept<sup>r</sup> 12 1793

109  
Commonwealth of Massachusetts Hampshire To the Just of  
the County of Hampshire or his Deputy Greeting

Whereas before our Justice of our Court of Common Pleas Holden  
at Northampton within and for the County of Hampshire on  
the first Tuesday of Sept<sup>r</sup> in the year of our Lord 1792. it was  
then & there by the same Justice considered that Exors should  
issue against Nathan Cobb of Montague in our County of  
Hampshire Husbandman for levying of his Lands or chat-  
tels or in want thereof of his Body the sum of £15. Lawful  
Dett for a sum before that time by the said Nathan forfeited  
and owing unto us together with £2, 1, 11 the Money Costs  
of Suit therefor ag<sup>t</sup> the sd Nathan whereof the said Nathan  
is convicted as by the Record thereof before our Court remain-  
ing manifestly appears & altho<sup>t</sup> for levying sd sums of the  
said Nathan an Execution *San alia*, Execution  
have been duly issued of the price of two shillings yet the  
return Day of them hath long since been past & the same  
Executions have been duly returned unsatisfied & the same  
sums that remain wholly due & unpaid to us. We willing  
to have the same sum so due to us with speed paid and  
satisfied Command you that you make known to the sd  
Nathan Cobb if he may be found in your precinct that  
he may be <sup>by</sup> before our Justice of our Court of Common Pleas  
next to be holden at Northampton aforesaid on the first  
Tuesday of May next then & there in our Court to show  
Cause if any he hath why we should have ~~Execution~~  
a Warrant of Distress ag<sup>t</sup> the said Nathan for the Debt  
& Costs aforesaid & further to do & receive what our said  
Court shall consider & then & there have you this writ  
with your Doings Return &c. This Case was entered  
at the last May Term & continued to this Time & now  
the Commonwealth aforesaid appear by this atty & the Dett<sup>r</sup>  
the three times called to come into Court makes Dett<sup>r</sup>  
of appearance here. Wherefore it is considered by the  
Court that the said Commonwealth do recover ag<sup>t</sup> the  
said Nathan Fifty Seven Doll<sup>r</sup> and thirty two Cents Dett  
and Costs of Suit taxed at D<sup>t</sup> 7, 1 shillings &c.

Exors of Sep 12 1795

Bly vs  
William,  
May 173 1795

Alexander Bly of Springfield in the County of Hampshire  
Yeoman vs John Williams of Wilbraham in the County  
of Huntingdon Defendant In a Plea of Trespass on the Case  
for that the said John at said Springfield on the nineteenth Day  
of July in the Year of our Lord 1793 by his promissory Note of  
that Date for value so promised the Bly to pay him on his  
Order Forty Nine Pounds two shillings & six pence lawful  
Money on Demand with lawful Interest for the same till  
paid, also for that the said John at said Springfield on the  
23<sup>d</sup> Day of March Inst was justly indebted to the Bly in one  
other Sum of thirteen shillings lawful Money for so much  
Money before that Time by the Bly to said John at his special  
Instance and request sold & delivered & being so indebted the  
said John then & there in consideration thereof assumed  
on himself & promised the Bly to pay him the same last  
mentioned Sum on Demand yet that often & more request  
the said John hath never paid said Sum or any part of  
either of them but unjustly neglects it to the Damage  
of the said Alexander Sixty six Pounds, & the Action was  
commenced at the last May Term & contin from thence  
to this Time & now the Bly appears & the Deft. tho' three  
Times called to come into Court makes Default of appear-  
ance here, Wherefore it is ordered by the Court that  
the said Alexander do move against the said John One  
Hundred & thirty six Dollars & by Costs Damages & Costs of  
Suit taxed at Oct 7, 32 & thereupon

Done in Sep<sup>r</sup> Sept 12<sup>th</sup> 1795

Conrad vs  
Hutchins,  
May 174 1795

Margaret Daniels of Conway in the County of Hampshire  
widow who was the wife of Isaac Daniels late of Conway Yeoman  
Deed vs Benj. Throckmoy of Conway against Gentleman Defendant  
In a Plea of Dower that the said Isaac Daniels during the  
lifetime of her the said Margaret as aforesaid was seized in his  
Common of Fee of the Lands hereafter described lying and  
convey to wit a certain tract of Land being part of Lot  
No one Hundred & Ninety & bounded as follows beginning  
at the Northwest Corner at a Stake and Stone then running  
South westerly on Land belonging to Ebenezer Throckmoy  
then between the said Ebenezer Throckmoy and Robert Cair to a Stake  
and Stone then running North westerly on Land belonging to Ebenezer  
Lee to a Stake where a Pine tree marked was lately standing then

190

running West two Rods then North four Rods then West on Land belonging  
to George Stearns to a Stake and Stones then running North to a  
Stake & Stones then running West to the Bounds first mentioned with  
the dwelling House & appurtenances which are & for more than six  
years last past have been in the Possession of the said Benjamin & of which  
by Law the said Margaret is Devoid & whereof she has nothing in the  
Right and the said Margaret complains that the said Benjamin tho  
often thereto requested & particularly in the Tenth Day of November  
in the Year of our Lord 1709 at Conway aforesaid hath neglected and  
refused & still unjustly neglected & refuses to a sign & set out to her  
the said Margaret her Power or just one third part of & in the Lands  
aforesaid with the Appurtenances which were in the said Benjamin's Pos-  
session of her said Husband as aforesaid during the Coverture & where-  
of the said Margaret complains that the said Benjamin unjustly ch-  
arges her & holds her out therefrom to the Damage of the said  
Margaret Thirty Pounds. This Action was commenced at the  
last May Term & continued from thence to this Time & now the Pl-  
appear & the Defect the three Times called to come in to Court  
make Default of appearance here. Wherefore it is considered  
by the Court that the said Margaret do recover against the said  
Benjamin her Right of Power in the aforesaid Lands &c  
and Costs of Suit taxed at 20s

Joseph Sylvester Bailey, Trader & Solomon Thupel, Trader both of  
Chesterfield in the County of Hampshire joint Dealers in Trade Bailey et al  
Pls vs William Bannister of Colerain in said County Defendant  
man Defect In a Plea of Trespass on the Case for that the said William Bannister  
at said Chesterfield on the Tenth Day of March in the Year of  
our Lord 1794 by his Note of hand of that Date for value received  
promised the Pls by the Name of Joseph S. Bailey & Company  
to pay them or Order the sum of Three Pounds eleven Shillings  
& nine pence & M meaning Lawful Money on Demand with  
Interest till paid also for that the said William at Chester-  
field on the 15th Day of the same Month by his other Note of  
hand of that Date for value received promised the Pls by the Name  
of Joseph S. Bailey & Company to pay them or Order the sum of  
four Pounds eleven Shillings eleven pence & M meaning Lawful  
Money by the first Day of Sept then next meaning to pay in-  
terest after that Time till paid yet the said William tho often re-  
quested hath not paid the Contents of either of the said Notes or any pt  
thereof but unjustly neglected it to the Damage of the said Joseph  
& Solomon Twelve Pounds. This Action was commenced at the  
last May Term & continued from thence to this Time and now at

this Time the Plaintiff & the Def<sup>t</sup> the three Times called to  
come into Court makes Default of appearance here.  
Wherefore it is considered by the Court that the said Joseph  
& Solomon do recover ag<sup>t</sup> the said William twenty eight  
P<sup>ts</sup> & 50 Cents of Damages & Costs of Suit taxed at P<sup>ts</sup> 51  
& there of &c.

Exon<sup>d</sup> 14<sup>th</sup> Sept 1795

Bryant vs  
Bryant ag<sup>t</sup>  
May 1790 1795

Asabel Bryant of Chester field in the County of Hampshire  
Yeoman Pl<sup>t</sup> vs George Bryant of Chester field <sup>late</sup> ~~in the County of~~ ag<sup>t</sup>  
Gent<sup>l</sup> & Nath<sup>l</sup> Gott late of New Lebanon in the County of  
Columbia & State of New York Physician Def<sup>t</sup>. In a Plea &c.  
as set forth in Declaration on Filide. This action was commenced  
at the last May Term and continued from thence to this Time &  
now neither party appearing this Case is dismissed &c.

Wait vs  
Arms  
May 1790 1795

John Wait of W<sup>h</sup> field in the County of Hampshire Yeoman Pl<sup>t</sup>  
vs Rufus Arms of Deerfield in the County of ag<sup>t</sup> Yeoman Def<sup>t</sup>  
In a Plea of the Case for that the said Rufus at said Deerfield on  
the eleventh Day of Decem<sup>r</sup> in the Year of our Lord 1794 by his  
Note under his hand of that Date for Value rec<sup>d</sup> promised the  
said Gad to pay him the Sum of seven Pounds & two Shillings  
Law<sup>d</sup> the date of said Note and said Gad avers that he demanded  
at the eleventh Day of December yet said Rufus tho<sup>t</sup> after his  
said Promise to said Gad but neglected it. & the Damage  
of the said Gad eight Pounds This action was commenced  
at the last May Term and continued from thence to this Time  
and now the Pl<sup>t</sup> appears & the Def<sup>t</sup> the three Times called  
to come into Court makes Default of appearance here.  
Wherefore it is considered by the Court that the said Gad do  
recover against the said Rufus

Dickinson vs  
Tillotson  
May 1790 1795

Richard Dickinson Sur<sup>y</sup> of Granville in the County of Hamp<sup>sh</sup>  
shire Yeoman Pl<sup>t</sup> vs Abel Tillotson of Granville ag<sup>t</sup> ag<sup>t</sup>  
Yeoman Def<sup>t</sup> In a Plea of Trespass on the Case, to wit  
whereas on the eleventh Day of October last past one William  
Thompson Gannow a<sup>t</sup> Islandford in P<sup>l</sup> County made his  
certain Note of Hand in writing commonly called a Promis<sup>e</sup>  
of which and by the same Note promised the said Abel to pay  
him or Order the Sum of one hundred and fifty Money within one  
month from the Date of said Note with Interest till paid after which  
on the second Day of said Granville the said Abel by his certain endorse-  
ment under his own proper Hand subscribed on the same Note

ordered the contents thereof to be paid to the Plaintiff for value received the  
 said Richard says afterwards Indorsement made as aforesaid at said Granville  
 on the 27th Day of December last past requested said William to pay  
 the contents of said Note according to the Tenor thereof and the said  
 Indorsement & there afterwards on the same Day commenced  
 an action against said William to recover the same contents but that said  
 William hath not paid the contents of said Note to the Plaintiff or any part thereof  
 but hath hitherto refused to do it whereupon the said Richard on the same  
 Day gave Notice thereof to said Abel by means of which premises the said  
 Abel became liable by Law & is yet liable to pay the contents of said Note  
 to the Plaintiff and being so liable the said Abel in consideration thereof afterwards  
 at said Granville on the last Day of April last past undertook & there  
 he faithfully promised to pay the contents of said Note to said Richard  
 the Plaintiff in Demand and also for that said Abel afterwards at said Granville  
 on the Day of the purchase of this writ was justly indebted to said Rich-  
 ard in the sum of twelve Pounds lawful money for the like sum of money  
 by said Abel before that Time had and due to the use of said Richard  
 and being so indebted in consideration thereof he said Abel undertook  
 and then & there faithfully promised said Richard to pay him the  
 same sum in Demand with Interest and also for that said Abel af-  
 terwards at said Granville viz on the same Day last aforesaid was justly  
 indebted to said Richard in one other sum of seventeen Shillings  
 and seven pence lawful money for the like sum of money by said Richard  
 at the special Instance and request of said Abel paid laid out & ex-  
 pended to the use of said Abel and in consideration thereof said Abel  
 then & there undertook & promised upon himself & faithfully promised  
 said Richard to pay him the same sum in Demand with Inter-  
 est yet said Abel the often thereto requested that he not perform  
 his said promises but unjustly neglects and refuses to perform  
 them or either of them & for the Damage of the said Richard  
 twenty Pounds This action was commenced at the last May  
 Term and continued from thence to this Time & now the  
 Plaintiff appears & the Defendant three times called to come into  
 Court makes Default of appearance here wherefore it is  
 considered by the Court that the said Richard do now recover  
 the said the thirty six Pounds & Ninety Nine Pence Damages  
 and Costs of Suit taxed at 0, 51<sup>00</sup> Shillings & pence

Done at Sept 14 1795

Spencer & al  
vs  
Reed  
May 19 2 1796

John Spencer & Martin Smith both of Hartford in the County  
of Litchfield & State of Connecticut Joint Dealers in Trade Plffs vs  
Abimael Reed of Granville in the County of Hampshire Yeoman  
Defdt In a Plea of Trespass on the Case whereupon the said  
Spencer & Smith complains against the sd Reed & say that  
they the said Spencer & Smith by the Consideration of our Sentence  
of the Court of Common Pleas held at Northampton on the second  
Tuesday of November last past awarded Judgt agt Titus Adams of  
Granville for the sum of ten Pounds seventeen shillings lawful  
money Dam' & Costs of Suit taxed at £2.13.5 like money as  
by the Record thereof in our said Court remaining manifestly  
appears afterwards there on the 19<sup>th</sup> Day of November after  
they the said Spencer & Smith did out a Writ of Execution  
in due form of Law upon the sd Judgt' returnable at our then  
next Court of Common Pleas to be holden at Northampton  
on the third Tuesday of Juny then which Execution was  
brun & there in due form of Law directed to the Sheriff of  
our County or his Deputy, or to either of the Constables of  
the Town of Granville whereby we commanded our said  
Sheriff Deputy or Constable that of the Goods Chattels or  
Lands of the said Titus he should cause the aforesd sums of  
ten Pounds 17<sup>sh</sup> and £2.13.5 to be levied paid and satisfi-  
ed unto the said Spencer & Smith with one Shilling more  
for the said Writ of Execn & for want thereof that he should  
take the Body of the said Titus and him commit unto our  
Gaol in Northampton there to be safely kept untill he pay  
the said sums last mentioned or otherwise duly discharge  
and we also thereby commanded our sd Sheriff & Deputy or  
Constable that our sd Writ of Execution with his dwinys  
thereon he should make due return unto our said next C<sup>t</sup>  
of Common Pleas as by the record thereof in our sd Court  
remaining manifestly appears which Execution they the  
said Spencer & Smith afterwards viz on the 5<sup>th</sup> Day of Dec  
last past did send at sd Granville delivd to the sd Abimael  
Reed then and for more than three months after a Constable  
of the Town of Granville overtook the said Abimael  
in due manner to be executed and return thereof to be  
made as he was therein commanded Nevertheless the sd Abi-  
mael Reed his duty aforesaid not regarding but contriving  
to defraud the sd Spencer & Smith in this particular hath

never lived satisfied or paid the aforesaid Sums in said Writ of  
 Exec<sup>n</sup> mentioned to the said Spencer & Smith or any penny thereof  
 neither hath the said Reid ever returned our said Writ of Execution  
 unto our said Court neither hath the said Ahimar Reid ever  
 lived paid or satisfied the same to the said Spencer & Smith  
 or ever returned our said Writ of Execution by means whereof  
 the said Spencer & Smith have wholly lost the Benefit of Judgment  
 against said Titus Adams and is otherwise aggrieved and the  
 said Spencer & Smith say that the said Ahimar is liable & charge-  
 able for his neglect and nonappearance which is to the Dam<sup>t</sup>  
 of the said Spencer & Smith twenty Pounds This Case  
 was commenced at the last May Term and continued from  
 then to this time & now the Pl<sup>y</sup> appear & the Def<sup>t</sup> the three  
 Times call'd to come in to Court makes Default of appearance  
 here wherefore it is considered by the Court that the said Spencer  
 and Smith do recover ag<sup>t</sup> the said Reid Fifty seven Dollars &  
 Fifty Cents Dam<sup>t</sup> & Costs of Suit taxed at \$ 31 1/2 & thereupon

Exec<sup>n</sup> of Sept 14 1795

Hampshire s<sup>r</sup>

To the Sheriff of the County of Hampshire or his Deputy Greeting  
 Whereas J<sup>es</sup> Spencer & Martin Smith both of Hardland in the  
 County of Litchfield & State of Connecticut Joint Traders at  
 the Court of Common Pleas holden at Northampton on the 2<sup>d</sup>  
 Tuesday of November last recovered Judgment ag<sup>t</sup> Titus Adams of  
 Granville in the County of Hampshire Yeoman for the Sum  
 of Twenty eight Pounds five Shillings & four pence Lawful Mo-  
 ney Dam<sup>t</sup> & L 2.9.7 Costs of Suit whereof the said Titus is  
 convicted as by the Record thereof remaining manifestly appears  
 and Judgment thereof was given and Exec<sup>n</sup> for the Damages & Costs  
 in due form of Law in such Case provided was granted thereon  
 to said Spencer & Smith bearing date the nineteenth Day of  
 November last past directed to our S<sup>r</sup> Sheriff or his Deputy & re-  
 turnable to the said Court upon the 2<sup>d</sup> Tuesday of Jan<sup>y</sup> then  
 next which same Writ was there afterwards on the same day  
 committed to William Siver then & ever since a Deputy S<sup>r</sup>ff  
 under Elisha Porter Esq<sup>r</sup> S<sup>r</sup>ff of the County of Hampshire to be  
 executed and returned according to Law & afterwards to wit  
 on the 14<sup>th</sup> Day of Jan<sup>y</sup> last past the S<sup>d</sup> Wm Siver Deputy S<sup>r</sup>ff  
 as afores<sup>d</sup> made return of the same Writ to S<sup>d</sup> Court of Com-  
 mon Pleas with his endorsement thereon in the words & figures  
 following viz Hampshire s<sup>r</sup> Jan<sup>y</sup> 14<sup>th</sup> 1795 during the life of  
 this Execution I have made diligent search & have not been able  
 to find the body or property of the within named Titus Adams to

Spencer and  
 vs  
 Coolley  
 May 14 1795

by this Execution on therefore I return this Execution  
entirely unsatisfied Windsor & there as by the Writ  
of Execution now in file in the Office of <sup>d</sup> Court as by a Copy  
of the Records thereof in Court to be produced appears & the <sup>d</sup>  
Spencer & Smith aver that the <sup>d</sup> Titus Adams avoided & that  
the same Judg<sup>t</sup> yet remains in full force not satisfied nor  
reversed or annulled and wherefore when the said Titus Adams  
was taken by the Original Writ in which the <sup>d</sup> Judg<sup>t</sup> was  
recovered to wit on the 3<sup>rd</sup> Day of July last past Daniel  
Cooley of Granville in the County of Hampshire Gent<sup>l</sup>  
by his Bond to our <sup>d</sup> Jap under his hand & seal duly  
executed then & there became and was Bail & Surety for  
the said Titus Adams upon the <sup>d</sup> Original Writ not  
only for his the <sup>d</sup> Titus appearance at the Court to  
which the writ was returnable namely to the Court of  
Common Pleas and answering to <sup>d</sup> Spencer & Smith in  
his Plea therein declared but also for his the <sup>d</sup> Titus abiding  
the final Judg<sup>t</sup> therein and not avoiding as by his said  
Bail Bond bearing date the 14<sup>th</sup> Day of July above in  
Court to be produced appears nevertheless the <sup>d</sup> Titus  
did not appear at the said Court when & where the <sup>d</sup>  
Writ was returnable to wit before the <sup>d</sup> Court of Com-  
mon Pleas nor did he answer to the Plea of <sup>d</sup> Spencer &  
Smith therein declared in nor has he any way abided  
or performed but hath avoided and a return of Non est  
Inventus hath been duly made in the Execution of writ  
Issued against the said Titus on the said Judgm<sup>t</sup> as aforesaid  
and the same remains wholly unsatisfied as we have  
heard from the suggestions of the said Spencer & Smith  
and they have supplicated us for them in their behalf  
and we willing that Justice be done in the Premises  
command you that you make known to the said Daniel  
Cooley that he appear before our Justice of our Court of  
Common Pleas next to be holden at Northampton on  
the third Sunday of May next then & there to shew cause  
if any he has why the <sup>d</sup> Spencer & Smith thought not to have  
his Exec<sup>n</sup> ag<sup>t</sup> the said ~~Smith~~ Daniel for his Damage &  
the Costs of the <sup>d</sup> Court of the said Exec<sup>n</sup> which was granted  
to the said Spencer & Smith in <sup>d</sup> Judg<sup>t</sup> ag<sup>t</sup> the <sup>d</sup> Titus Adams  
which the <sup>d</sup> Spencer & Smith say was one Shilling & further

do and receive that which our said Court shall think & thereon  
order concerning him the said Daniel in this behalf I have you  
here this writ with your doings therein Witness & Clearer Peter  
Esqr at Northampton this fourth Day of July in the Year of our  
Lord 1795 - This Case was commenced at the last May  
Term and contin'd from thence to this time & now the Plf ap-  
pear & the Deft the three times called to come into Court make  
(Defaut of appearance here) Whereupon it is consider-  
ed by the Court that the said Spenser & Smith do recover agt  
the said Daniel Ninety two Dol<sup>r</sup> & Twenty four C<sup>t</sup> Damages and  
Costs of Suit taxed at Dol<sup>r</sup> 8.46 & three of 4c

Excon. 4<sup>th</sup> Sep 14 1795

Marvin Moore of Granville in the County of Hampshire Yeoman Moor App<sup>t</sup>  
App<sup>t</sup> vs Joseph Goe of Granville aforesaid Yeoman app<sup>t</sup> <sup>vs</sup> Goe  
The Judgt of Josiah Harvey Esqr in which original Case the 3<sup>d</sup> May 199 1795  
Goe was Plf & D Moore Deft In a Plea de, as set forth in the  
Declaration on file de. This Case was brought up at the  
last May Term and contin'd from thence to this time & now  
neither Party appearing this case is dismissed &c

Elisha Snapp of Winchester in the County of Cheshire & Snapp  
State of New Hampshire Yeoman Plf vs Abiathar Smith of Smith  
Warwick in the County of Hampshire Yeoman Deft In May 201 1795  
a Plea of the Case for that the said Smith at a Place called  
Winchester viz at said Northfield on the 10<sup>th</sup> Day of December  
in the Year of our Lord 1794 by his Note under his Hand of  
that date for value rec<sup>d</sup> promised the Plf to pay him mean-  
ing to deliver Eight Thousand of good 10 Nails in three Months  
from the date of said Note with Interest which Time has elapsed  
and the Plf avers the same Nails to be of the value of thirty  
(Dollars & thirty four Cents) yet the said Smith the same  
Nails have not delivered or the same in money & the Int<sup>r</sup>  
paid but refuses it To the Damage of the D Snapp Six  
pounds - This Case was <sup>bro't up</sup> commenced at the last May Term  
and contin'd from thence to this time & now the Plf appears  
and the Deft the three Times called to come into Court  
make (Defaut of appearance here) wherefore it is con-  
sidered by the Court that the said Snapp do recover agt  
the D Smith Thirteen Dol<sup>r</sup> & Ninety one Cent half Dams  
and Costs of Suit taxed at Dol<sup>r</sup> 9.83 1/2 & three of 4c

Excon. 4<sup>th</sup> Sept 15 1795

Spring appt  
vs  
White ap<sup>t</sup>  
May 215 1795 William Spring of Lebanon in the County of Grafton &  
State of New Hampshire Plaintiff against John White  
of Warwick in our said County of Hampshire Yeoman Ap<sup>t</sup>  
from the Indgt of Obadiah Dickinson Esq<sup>r</sup> in which the  
said Original Case the D Spring was Pl<sup>y</sup> and D White Def<sup>t</sup>  
In a Plea &c, as set forth in the Declaration on file &c  
This action was commenced at the last May Term & contin<sup>d</sup>  
from thence to this Time & now neither Party appearing  
this case is dismissed &c

Baker vs  
Locke  
May 216 1795 Simon Baker of Taunton in the County of Bristol Yeoman  
Pl<sup>y</sup> vs John Locke of Deerfield in said County of Hampshire  
Yeoman Def<sup>t</sup> In a Plea of the Case for that the D John  
at said Deerfield on the 20<sup>th</sup> Day of Sept<sup>r</sup> last past by his  
Note under his hand of that date for value rec<sup>d</sup> promised  
the said Simon to pay him or his Order the Sum of  
Twelve Pounds Eight Shillings & four pence & pay  
within two Months from the date of the same Note  
with Lawful Interest for the same until paid and said  
Simon avers that the same Note was never transferred  
to any person yet said John tho' often requested hath  
never paid the same or any part thereof but neglect<sup>d</sup>  
it To the Dam<sup>s</sup> of the said Simon fourteen Pounds  
This Case was commenced at the last May Term &  
contin<sup>d</sup> from thence to this Time & now the Pl<sup>y</sup> ap<sup>r</sup>  
pears & the Def<sup>t</sup> the three Times called to come into  
Court makes Default of appearance here  
Wherefore it is considered by the Court that the D Simon  
Baker do recover ag<sup>t</sup> the said Locke Forty six Dols &  
Eighty Cents Dam<sup>s</sup> & Costs of Suit taxed at Dols 6.76  
& thereof &c

Titus & Henry  
Irons  
May 217 1795 Titus & Henry Rogers Iron both of West Springfield  
in the County of Hampden Pl<sup>y</sup> vs Rufus Irons of Deerfield in  
the County of Hampshire a free Yeoman Def<sup>t</sup> In a  
Plea of the Case for that said Titus & Henry at said West  
Springfield on the 10<sup>th</sup> Day of April last past had done  
and performed for the said Rufus at his special Intreat  
and request divers Labours and Services to the said  
Rufus then & there in Consideration thereof undertook  
and faithfully promised the said Titus & Henry to pay them  
as much Money as the D Rufus & Henry for the same  
Labours & Services they reasonably deserved to have or

194  
demand and the said Titus & Henry say that for the same Labours & Services they reasonably deserved to have the sum of Seven Pounds, five Shillings and Nine pence Lawful Money to wit at the time of doing and performing the same. Also for that said Rufus at said West Springfield in the 10th Day of April last past owed the said Titus & Henry another sum of Five Pounds, Eight Shillings and Six pence Lawful Money for other Labours & Services to ballance the Act annexed & then & there in Consideration thereof undertook and faithfully promised the said Titus & Henry to pay them on demand yet said Rufus tho' often requested hath never performed any or either of his said promises but neglects it, To the Damage of the said Titus & Henry as they say Nine Pounds. This Case was commenced at the last May Term & continued from time to this time & now the Plf appears & the Deft<sup>r</sup> tho' three Times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the said Ely & Rogers do recover ag<sup>t</sup> the said Arms Lighten D<sup>r</sup> & Eight Cents Dam<sup>s</sup> & Costs of suit taxed at \$ 6, 02 & 1/2  
Bar of L<sup>r</sup>  
Excess ip<sup>s</sup> Sep 14 1795

John Anderson of Deerfield in the County of Hampshire Yeoman  
Plf vs Timothy Frary of Deerfield afores<sup>d</sup> Yeoman & Def<sup>t</sup> In a Plea  
of the Case for that s<sup>d</sup> Timothy at s<sup>d</sup> Deerfield on the 10th Day  
of March in the Year of our Lord 1794 by his Note under his  
hand of that date for value received promised one Timothy  
Billings to pay him or his Order the sum of four teen Pounds  
Lawful Money on demand with Law<sup>f</sup> Interest for the same untill  
p<sup>d</sup> or to cause the same sum to be paid as afores<sup>d</sup> & afterwards  
to wit on the same Day & Year last afores<sup>d</sup> at Deerfield afores<sup>d</sup>  
the said Timothy Billings by his endorsement in writing  
on the same Note with his own hand subscribed ordered the  
Contents of the same Note then wholly due & unpaid to be p<sup>d</sup>  
to the s<sup>d</sup> John Anderson for value received whereof the said Timo  
thy Frary then & there had Notice and thereby became  
chargeable in Law to pay the same contents to the said John  
according to the Tenour of the said Note and of the endorsement  
thereon and then and there in Consideration thereof under  
took and faithfully promised the said John to pay him the  
same sum accordingly yet said Timothy Frary tho' often  
requested hath never paid the same or any p<sup>t</sup> thereof but  
neglects it to the Damage of the said John twenty Pounds  
This action was commenced at the last May Term & continued  
Anderson vs  
Frary  
May 222/1795

from thence to this Time & now the P<sup>y</sup> appears & the Def<sup>t</sup> the  
third time called to come into Court makes Default of appear  
ance here ~ Wherefore it is considered by the Court that the  
said John do recover ag<sup>t</sup> the said Timothy Fifty Dollars and  
Eighty six Cents of Damages & Costs of Suit taxed at \$6.29  
& thereof ~

Exord i<sup>o</sup> Sep 14 1795

Wells & al<sup>vs</sup> Thomas Wells Yeoman & Samuel Wells Yeoman both of Deer  
Anderson & al<sup>vs</sup> field in the County of Hampshire Administrators on the  
May 22<sup>d</sup> 1795 Estate of Ebenezer Wells late of Deerfield dec<sup>d</sup> P<sup>y</sup> vs Wm & John  
son Yeoman & John Anderson Yeoman both of Deerfield in s<sup>d</sup>  
County Def<sup>t</sup> In a Plea of the Case for that s<sup>d</sup> Wm & John  
at s<sup>d</sup> Deerfield on the 27<sup>th</sup> Day of October in the Year of our Lord  
1792 by their Note under their Hands of that date for value  
re<sup>d</sup> promised the s<sup>d</sup> Ebenezer being then alive to pay and  
deliver to him at his dwelling House in Deerfield or or  
before the first day of Jan<sup>y</sup> in the Year of our Lord 1794 the  
value of sixteen Pounds seven Shillings lawful Money in good  
merchantable Pork or Beef Cattle at Cash price without law  
ful Interest for the same annually until paid and s<sup>d</sup>  
Thomas & Samuel say that they have always been there  
ready to receive the same ~ Also for that said William  
and John at s<sup>d</sup> Deerfield on the Day & Year last aforesaid  
by their other Note under their Hands of that date for  
value re<sup>d</sup> promised the said Ebenezer being then alive  
to pay & deliver to him at his dwelling House in  
Deerfield on or before the first day of Jan<sup>y</sup> in the Year  
of our Lord 1795 the value of £16. Lawful money in good  
merchantable Beef Cattle or Pork at Cash Price with  
Lawful Interest for the same Annually till paid & s<sup>d</sup> Tho<sup>s</sup>  
& Sam<sup>l</sup> say that they have always been there ready to  
receive the same yet said Wm & John tho<sup>o</sup> often requested  
have never paid the same or any p<sup>t</sup> thereof but neglect  
and refuse to do it To the Damage of the said Thomas &  
Samuel Forty Pounds ~ This action was brought up at the  
last May Term and continued from thence to this Time & now  
the P<sup>y</sup> appears & the Def<sup>t</sup> being three times called to come  
into Court makes Default of appearance here ~  
Wherefore it is considered by the Court that the said Thomas  
& Samuel do recover ag<sup>t</sup> the s<sup>d</sup> Wm & John Sixty two Dol<sup>rs</sup>  
& thirty four Cents & Costs of Suit taxed at \$6.11 &  
thereof ~

Exord i<sup>o</sup> Sep 14 1795

Herbert Fiske of South Brimfield in the County of Hampshire  
Gent<sup>r</sup> Pl<sup>y</sup> vs Daniel Burdett of Monson in D<sup>r</sup> County Gent<sup>r</sup>  
Defdt In a Plea & as set forth in the Declaration on file &  
This action was commenced at the last May Term & contin<sup>d</sup> from  
thence to this time & now ~~the~~ neither Party appearing  
this Case is dismissed &c

195

Fiske vs  
Burdett

May 22 5/  
1795

Fiske vs  
Baldenap  
May 22 4 1795

Sibbil Brown of South Brimfield in the County of Hamp<sup>r</sup>  
shire Single Woman Pl<sup>y</sup> vs Ezra May of said South Brim  
field Husbandman otherwise called cordwainer Defdt  
In a Plea & as set forth in the Declaration of the writ on  
file & this Case was ~~commenced~~ brought up at the  
last May Term and contin<sup>d</sup> from thence to this time & now  
~~neither~~ appear neither Party appearing this Case is  
dismissed &c

Brown vs

May

May 22 7 1795

Ebenezer Lee late of Montague in the County of Hampshire  
Boatsman Pl<sup>y</sup> vs Luke Wendall of Duxfield in said County  
Yeoman Defdt In a Plea & as set forth in the Declara  
tion on file & this action was brot up at the last May  
Term & contin<sup>d</sup> from thence to this time & now neither Party  
appearing this Case is dismissed &c

Lee vs

Wendall

May 23 3 1795

Eli Granger of Suffield in the County of Hartford State of  
Connecticut Yeoman Pl<sup>y</sup> vs Edmund Rawson <sup>Jun<sup>r</sup></sup> of Montague  
in the County of Hampshire Gent<sup>r</sup> Defdt In a Plea of the  
Case for that whereas the said Edmund at Greenfield afores<sup>d</sup>  
on the 15<sup>th</sup> day of Feb<sup>y</sup> in the year of our Lord 1794 by his  
Note under his hand of that date for value received  
promised the Pl<sup>y</sup> to pay him the sum of eighteen Pounds  
meaning lawful Money in good & merchantable Silver or  
good Wheat the current Price to be delivered at Suffield afores<sup>d</sup>  
on or before the first day of June then next & if not then paid  
to be paid in Cash with Interest from said date Yet the said  
Rawson hath never paid the same tho often requested & tho  
the Pl<sup>y</sup> has ever been ready at Suffield to wit at Greenfield to re  
ceive the Contents of said Note according to the Tenor thereof  
but neglects it - To the Damage of the said Granger Thirty Pounds

Granger vs

Rawson

May 23 4 1795

This Case was ~~not~~ brought up at the last May Term and con-  
tin'd from thence to this Time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup>  
tho' three times called to come into Court makes Default of appe-  
arance here. Whereupon it is considered by the Court that  
the said Granger do recover ag<sup>t</sup> the said Rawson Sixty Dol<sup>s</sup> & 47  
Cents Dam<sup>s</sup> & Costs of Suit taxed at Dol<sup>s</sup> 11, 12 & thereof &c.

Exon ip<sup>s</sup> Sep 12 1795

Doughty & al  
vs  
Montague  
May 23<sup>d</sup> 1795

William Doughty & Walter Burling both of New York in the  
County of New York & State of New York joint Partners in Trade  
Pl<sup>y</sup> vs Eben Montague of Charlemon in the County of Hamp-  
shire Trader alias Gentleman Def<sup>t</sup> In a Plea of the Case for  
that whereas the said Eben at New York viz at Greenfield was  
on the Day of the purchase of this Writ was justly indebted to  
the said Doughty and Burling in the Sum in York Currency  
of twenty three Pounds Thirteen Shillings & Three Pence equal  
to seventeen Pounds fifteen Shillings lawful M<sup>y</sup> for divers  
Goods Wares & Merchandises according to the Schedule annexed  
by the Pl<sup>y</sup> to the said Eben at his special Instance and  
request then before that Time sold and delivered & being so  
indebted he the said Eben there afterwards on the same day  
in consideration thereof promised the Pl<sup>y</sup> to pay them the  
same on demand with Interest yet he hath never paid  
the same tho' requested but neglected it. To the Damage  
of the said Doughty and Burling Thirty Pounds. This Case  
was ~~continued~~ <sup>brought up</sup> at the last May Term & contin'd from  
thence to this Time & now the Pl<sup>y</sup> appears & the Def<sup>t</sup>  
tho' three times called to come into Court makes Default of  
appearance here. Wherefore it is considered by the Court  
that the said Doughty & Burling do recover ag<sup>t</sup> the said  
Montague Sixty one Dol<sup>s</sup> & fifty four Cents Dam<sup>s</sup> & Costs of  
Suit taxed at Dol<sup>s</sup> 11, 43 & thereof &c.

Exon ip<sup>s</sup> Sep 12 1795

Granger vs  
Wells  
May 23<sup>d</sup> 1795

Eli Granger of Suffield in the County of Hartford State of  
Connecticut Yeoman Pl<sup>y</sup> vs Thomas Wells of Leyden in  
the County of Hampshire Trader Def<sup>t</sup> In a Plea of the Case  
for that whereas the said Thomas at Suffield viz at Greenfield  
aforesaid on the 30<sup>th</sup> Day of May in the year of our Lord 1794  
by his Note under his hand of that date for value received promised  
the Pl<sup>y</sup> to pay him the Sum of Six Pounds Nine Shillings &  
lawful Money worth of Silver and delivered at 2 an Shillings

196  
erry (meaning in suffeld aforesaid in September then next with un-  
moning Interest - Also for that the said Thomas afterwards viz on  
the day of the purchase of this Writ at said Greenfield was justly indebted  
to the said Eli in the sum of Seventeen Pounds Nineteen Shillings  
and two Pence lawful money for Goods Wares & Merchandise there  
before that Time sold and delivered by the Ply to the Deft as also for  
the freight of said Goods (according to the Schedule annexed) at his  
Special Instance and request and being so indebted he the Deft  
then & there in Consideration thereof promised the Ply to pay him  
the last mentioned sum on Demand with Interest yet the said  
Thomas has never performed either of his said promises the often  
requested & tho' the Ply has ever been ready to receive the contents  
of the Note aforesaid according to the Tenor thereof but neglects it  
to the Damage of the said Eli Forty Pounds - This action  
was brought up at the last May Term and contin' from thence  
to this Time & now the Ply appeared the Deft the three Times  
called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said  
Eli do recover agt the said Thomas Eighty two Dollars &  
Ninety eight & half Cents Dam' & Costs of Suit taxed at  
Dollars 11, 12 & thereof - Execution ip' Sep 12 1795

Jacob Gould of Boxford in the County of Essex Yeoman Ply vs  
Nathan Gould of Charlemont in the County of Hampshire  
Yeoman Deft In a Plea de, as set forth in the Declaration  
on file de, This action was brought up at the last May  
Term and contin' from thence to this Time & now neither  
Party appearing this Case is dismissed de,

Gould vs  
Gould  
May 230 1795

Thomas Goodnow of Rowe in the County of Hampshire Yeoman  
an Ply vs Warren Wilson of said Rowe Yeoman Deft In  
a Plea of the Case for that the said Warren at said Rowe on  
the 15th Day of Decem' last past by his certain Note in writing  
called a promissory Note subscribed with his hand of that  
date for value recd promised the said Thomas to pay him or  
Order the sum of Five Pounds five Shillings & four pence  
on Demand with Interest yet the said Warren altho' there  
to requested hath not p'd the same but hath refused & still  
doth neglect & refuse so to do - To the Damage of the said Thomas  
Ten Pounds - This action was commenced brot up at the last  
May Term & contin' from thence to this Time & now the Ply  
appears & the Deft the three Times called to come into Court  
makes Default of appearance here Wherefore it is considered  
by the Court that the said Thomas do recover against the said

Goodnow vs  
Wilson  
May 239 1795

Warren Eighteen Dol' & Thirty & half Cents Dam' & Costs  
of Suit taxed at Dol' 10, 71 & thereof

Execution if<sup>s</sup> Sept 12 1795

Spooner vs Daniel Spooner of Heath in the County of Hampshire Trades  
Thayer Pl<sup>y</sup> vs Caleb Thayer of Heath aforesaid Yeoman Def<sup>t</sup> In a  
May 24<sup>th</sup> 1795 Plea of the Case for that whereas the said Caleb at Greenfield  
aforesaid on the 16<sup>th</sup> Day of Decem<sup>r</sup> in the Year of our Lord 1793  
by his Note under his Hand of that date for Value rec<sup>d</sup>  
promised the Pl<sup>y</sup> to pay him or Order the Sum of four Pounds  
Six Shillings and Eight pence with Interest by the first  
Day of Novem<sup>r</sup> then next yet he hath never paid the  
same tho' requested but neglects it To the Dam' of the Pl<sup>y</sup>  
Daniel Ten Pounds - This Action was brot up at the  
last May Term & contin<sup>d</sup> from thence to this time & now  
the Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three times called to come in  
to Court makes Default of appearance here wherefore  
it is considered by the Court that the said Daniel do recover  
or against the said Caleb Fifteen Dollars & Sixty Seven Cents  
Dam' & Costs of Suit taxed at Dol' 10, 93<sup>cts</sup> & thereof

Exec<sup>d</sup> if<sup>s</sup> Sep 10 1795

Bardwell vs Cluster Bardwell of Shelburne in the County of Hamp  
Hannum shire Yeoman Pl<sup>y</sup> vs Silas Hannum of Waffield in s<sup>e</sup>  
May 24<sup>th</sup> 1795 County Yeoman Def<sup>t</sup> In a Plea &c as set forth in the  
Declaration on file &c this Action was brot up at the  
last May Term and contin<sup>d</sup> to this Time & now the Pl<sup>y</sup>  
with the party  
appearing this Case is dismissed &c

Bell vs John Bell of Deerfield in the County of Hampshire Yeoman  
Rogers Pl<sup>y</sup> vs Moses Rogers of Rowe in the County aforesaid Yeoman  
May 24<sup>th</sup> 1795 Def<sup>t</sup> In a Plea of the Case for that whereas the said Moses  
at Greenfield aforesaid on the 2<sup>d</sup> Day of Decem<sup>r</sup> in the Year of  
our Lord 1794 by his Note under his Hand of that date for Value  
received promised the Pl<sup>y</sup> to pay him or Order the Sum of eight  
Pounds four Shillings and Ten pence on or before the first  
Day of February then next with Interest yet he hath never  
paid the same tho' requested but neglects it To the Dam' of the  
said John Ten Pounds - This Action was brot up at the last May  
Term and contin<sup>d</sup> from thence to this Time & now the Pl<sup>y</sup> appears  
and the Def<sup>t</sup> tho' three times called to come into Court makes  
Default of appearance here wherefore it is considered by

Elisha Gunn of Montague in the County of Hampshire Yeoman  
 Pl<sup>y</sup> vs Edmund Rawson Jun<sup>r</sup> of Montague aforesaid Yeoman Deft<sup>r</sup>  
 In a Plea of Trespass on the Case for that the said Edmund at  
 said Montague on the 14<sup>th</sup> Day of Sept<sup>r</sup> last past by his Note of  
 Hand of that date for value and promised the said Elisha to pay  
 him or Order Four Pounds fifteen Shillings (meaning the value  
 of Four Pounds fifteen Shillings Lawful Money in Good Mer-  
 chantable White Pine Boards at Cash price in two months  
 from this date meaning the date of said Note meaning also  
 to deliver said Boards at the dwelling House of the said Gunn  
 in said Montague and the Pl<sup>y</sup> was that was always ready  
 since the date of said Note at his dwelling House aforesaid  
 ready there to have & receive the contents <sup>of said Note in Pounds</sup> yet the said Edmund  
 has often requested hath not paid the Pl<sup>y</sup> the contents of said  
 Note nor any way part thereof but neglects & refuses to do it  
 To the Dam<sup>r</sup> of the said Elisha Gunn Seven Pounds. This  
 Action was commenced at the last May Term & contin<sup>d</sup>  
 from thence to this Time & now the Pl<sup>y</sup> appears & the Deft<sup>r</sup>  
 has three Times called to come into Court made Default  
 of appearance here. Wherefore it is considered by the Court  
 that the said Elisha do recover against the said Edmund  
 Sixteen Dollars & 63 Cents Damages & Costs of Suit taxed  
 at 7 D<sup>ls</sup> & 10 C<sup>ts</sup> & thereof &c. Exon. j<sup>d</sup> Sep. 10. 1795

William Coleman of Greenfield in the County of Hampshire  
 Gent<sup>r</sup> Pl<sup>y</sup> vs John Lyon of Greenfield aforesaid Yeoman Deft<sup>r</sup>  
 In a Plea of Trespass in ~~the Case~~ <sup>that Case</sup> Whereas the said John at  
 Greenfield aforesaid on the fourth Day of April Inst with  
 force & Arms broke & entered the Close of the Pl<sup>y</sup> & being so  
 entered he then & there cut down & carried away one hundred  
 Oak & Pine Timber Trees then growing of the value as the  
 Pl<sup>y</sup> avers of Four Shillings each Tree and other Injuries  
 he the said John then and there did all which is contrary to  
 Law against the Peace & to the Dam<sup>r</sup> of the said William  
 Thirty Pounds. This Action was commenced at the last May  
 Term <sup>at which</sup> and contin<sup>d</sup> to this Time ~~and now~~ the Pl<sup>y</sup> appeared & the Deft<sup>r</sup>  
 has three Times called to come into Court made Default of  
 appearance <sup>in Court</sup> here. Wherefore the Case was contin<sup>d</sup> to this Time  
 and now the Pl<sup>y</sup> appears and prays Judgt<sup>r</sup> and it is considered

by the Court that the said William do recover against the  
said John Lyon Eighteen Doll' Damages & Costs of Suit taxed  
at 6 Doll' 243 Cents & thereof 2c

Exon ip<sup>d</sup> Sep 10 1795

Metcalf vs  
Scott  
May 25<sup>th</sup> 1795

Ebenezer Metcalf of Confield in the County of Hartford &  
State of Connecticut Plaintiff vs Asa Scott of Ward in  
the County of Worcester Yeoman Deft<sup>r</sup> In a Plea of the Case  
for that the said Asa Scott Ward agreed to write at Northampton  
aforesaid on the 23<sup>d</sup> day of November Seventeen Hundred & Ninety  
Three by his promissory Note of Hand of that date to value  
red promised said Ebenezer to pay him the sum of Fifty  
Pounds & Money by the 23<sup>d</sup> day of November in the year  
One Thousand Seven Hundred & Ninety four with Interest  
after six months from the date of said Note yet the said Asa  
has often requested to do it hath never paid the same  
nor any part thereof but hitherto has & still does un-  
justly neglect & refuse so to do, To the Dam<sup>t</sup> of the  
said Ebenezer Seventy Pounds This Action was com-  
menced at the last May Term and continued from  
thence to this Time and now the Deft<sup>r</sup> appears & the  
Deft<sup>r</sup> has three Times called to come into Court makes  
Default of appearance here, Wherefore it is con-  
sidered by the Court that the said Metcalf do recover ag<sup>t</sup>  
the said Scott One Hundred Sixty Nine Doll' & 50 C<sup>t</sup>  
Damages and Costs of Suit taxed at 8 Doll' 85 C<sup>t</sup> &  
thereof 2c

Exon ip<sup>d</sup> Sept 14 1795

Edwards & al  
vs  
Broom & al<sup>s</sup>  
May 25<sup>th</sup> 1795

Thomas Edwards & William Green both of the City of London  
in the County of Middlesex in the Kingdom of Great Britain  
Joint Partners in Trade Pl<sup>ts</sup> vs Samuel Broom & Jere-  
miah Platt both of late of the City of New York <sup>at present Debtors</sup> & Daniel Forbes  
of Greenfield in the County of Hampshire Agent Factor &  
Treasurer In a Plea, as set forth in the Declaration on  
file 1c, This Action was commenced at the last May Term  
at which Time the said ag<sup>t</sup> appeared 2c,  
and this Case was continued to this Time & now neither Party  
appearing this Case is dismissed 2c

Nathan Bruce of Shutesbury in the County of Hampshire Yeoman 178  
 Pl<sup>y</sup> vs Enoch Curtis late of Hadley in sd County Yeoman Dist<sup>t</sup> In a Bruce vs  
Curtis & ag<sup>t</sup>  
May 24<sup>th</sup> 1795  
 Plea of the Case for that said Enoch at said Shutesbury on the 12<sup>th</sup>  
 Day of February Anno Dom<sup>i</sup> 1793 owed the said Nathan three Pounds  
 seven Shillings & six pence in lawful Money for the Articles men-  
 tioned in the Schedule hereto annexed and thereunto there in  
 Consideration thereof promised said Nathan to pay him the  
 same on Demand and said Nathan says that thereafter  
 to wit on the same Day and Year he demanded & required  
 the said Enoch to pay him the same yet said Enoch though  
 often requested hath never paid the same or any part thereof  
 but neglects and refuses to do it & so the Damage of sd Enoch  
 Fifty Dollars and whereas the sd Nathan Bruce saith that  
 the said Enoch Curtis has not in his own Hands and possession  
 Goods and Estate to the Value of Fifty Dollars aforesaid which  
 can be come at to be attached but has intrusted and de-  
 posited in the hands & possession of David Stockbridge of  
 Hadley in the same County Husbandman Trustee of the  
 said Enoch Curtis Goods Effects and Credits to the said Value  
~~the same and yet therefore~~ his action was commenced at  
 the last May Term at which Time the Pl<sup>y</sup> appeared and it  
 was considered by the Court that the Case be contin<sup>d</sup> to the  
 next Term & that the Ag<sup>t</sup> might then come in and the Case  
 was contin<sup>d</sup> accordingly to this Time & now the Pl<sup>y</sup> appear  
 and the said Ag<sup>t</sup> likewise and being sworn as the Statute  
 directs Testifies that at the time of the service of the Writ he  
 had given the said Enoch a Note of Hand for twenty Pounds  
 value to be paid in Weavers Needs at my House in Hadley  
 on the first day of July now last past at the Time of Pay-  
 ment I tendered the Needs at the same Place he did not ap-  
 pear to receive the needs & they are now in my Hands  
 ready for him in Case he would accept them & Whereupon  
 the said Enoch being three times called to come into Court  
 makes Default of appearance here and it is further consid-  
 ered by the Court that the said Nathan do recover against  
 the said Enoch twelve Doll<sup>s</sup> & 6<sup>th</sup> Cents Damages & Costs  
 of Suit taxed at 0 Doll<sup>s</sup> 32 C<sup>ts</sup> & 4 pence

Exec<sup>d</sup> Sep 12 1795 Cook vs  
Hight  
May 24<sup>th</sup> 1795  
 Samuel Cook of New Salem in the County of Hampshire Pl<sup>y</sup>  
 vs William Hight of sd New Salem Yeoman Dist<sup>t</sup> In a Plea  
 & as set forth in the Declaration on file This Case was  
 commenced at the last May Term & contin<sup>d</sup> from thence to  
 this Time and now neither Party appearing this Case is dismissed.

Beals vs  
Shaw  
May 264 1795

Jonathan Beals of Charlmont in the County of Hampshire  
Yeman Pfy vs Beriah Shaw of Summington in D County  
Yeman Defdt In a Plea &c. as set forth in the Declaration  
on file &c. This Case was commenced at the last May Term  
and from thence contin'd to this Time & now neither Party  
appearing this Case is dismissed &c.

Goe App<sup>t</sup> vs  
Moore.  
May 274 1795

Joseph Goe of Granville in the County of Hampshire App<sup>t</sup>  
vs Marvin Moore of said Granville ap<sup>t</sup> from the Judgment  
of Timothy Robinson Esq<sup>r</sup> in which Original Case the  
said Moore was Pfy & said Goe Defdt In a Plea &c.  
This Case was brot up at the last May Term & contin'd from  
thence to this Time & now neither party appearing this  
Case is dismissed &c.

Sumner vs  
Hemingway  
May 279 1795

Salem Sumner of Wendell in the County of Hampshire  
Yeman Pfy vs Ara Hemingway of Orange in said County  
Cabinet maker Defdt In a Plea of the Case for that said  
Ara at said Orange in the twenty second Day of October  
last past by his promisory Note of Hand of that date for  
value rec<sup>d</sup> promised the said Salem to pay him the Sum of  
Six pounds fifteen Shillings & two pence Lawfully indemon<sup>d</sup>  
with Interest Yet said Ara tho' often requested hath never  
paid said Sum but neglected it To the Dam<sup>s</sup> of the said Sa-  
lem Ten Pounds This Case was commenced at the last  
May Term & contin'd from thence to this Time & now  
the Pfy appears & the Defdt tho' three Times called to  
come into Court makes Default of appearance here  
wherefore it is considered by the Court that the said  
Salem do recover ag<sup>t</sup> the said Ara inden<sup>d</sup> Dol<sup>r</sup> & 60. 6<sup>rs</sup>  
Damages & Costs of Suit taxed at 7 Dol 4 6<sup>rs</sup> & thereupon  
Exon<sup>r</sup> if<sup>d</sup> Sept 15 1795

Smally vs  
Allen &c  
May 285 1795

William Smally Esq<sup>r</sup> Phillip Ballard Yeman & Jeremiah  
Ballard Yeman all of Gile in the County of Hampshire  
Mons<sup>r</sup> v<sup>r</sup>ms & Solomon Small Gentleman both of Granville  
in said County and Josiah Burnham Gent<sup>r</sup> Moses Burnham  
Yeman & Henry Allen Yeman all of Montague in D County  
all P<sup>ty</sup> vs Ephraim Cushman of Barnardston a freed Physician  
and David Smally of Guilford Yeman Pfy vs Araph Allen  
and Apollis Allen Defdt In a Plea &c. as set forth in the Decla-  
ration on file &c. This Case was brot up at the last May Term & contin'd  
to this Time and now neither Party appearing this Case is dismissed &c.

Hampshire sh<sup>ly</sup> Humbly shews Nicholas Cottrell of Wrothampton in  
 the County of Hampshire aforesaid Blacksmith that at a Court  
 holden before Benjamin Bonney Esq<sup>r</sup> one of the Justices of the Peace  
 within and for the sd County at his dwelling House in Chester  
 field on the seventh day of Feb<sup>y</sup> last he recovered Judgment against  
 Oliver Brown of Chesterfield aforesaid Yeoman for the sum of one  
 Pound twelve Shillings & six pence Damages and Costs taxed at  
 18/5 from which Judgment the said Oliver appealed to this Hon<sup>ble</sup>  
 Court and recognized with Sureties to prosecute the same but has  
 failed so to do wherefore the said Nicholas prays Affirmation of the  
 said Judgment with additional Damages & Costs <sup>& it is considered by the Court that the prayer thereof be granted</sup>  
~~was extended to the last May Term and continued to this time~~  
 & it is further considered by the Court that Affirmation of  
 that the said Nicholas do recover against the said Oliver five  
 Dollars & 50 Cents Affirmation of Damages & additional  
 Costs taxed at 14 Dol<sup>s</sup> 90<sup>c</sup> & Cents & thereof &c

Exors<sup>hip</sup> Sep 15 1795

Samuel Mather of Westfield in the County of Hampshire Esq<sup>r</sup>  
 Pl<sup>y</sup> vs John Morley of Westfield aforesaid Yeoman Def<sup>t</sup> In a Plea  
 of Insup<sup>on</sup> on the Case for that the sd John at said Westfield on the  
 22<sup>d</sup> Day of April in the Year of our Lord 1794 by his Note in writ-  
 ing under his Hand of that date for value received promised the Pl<sup>y</sup>  
 to pay him or Order Nineteen Pounds seven Shillings & four pence  
 meaning Lawful Money equal in Value to sixty four Dollars &  
 fifty five Cents & seven Mills on Demand with Interest an-  
 nually until paid meaning Lawful Interest for the same until  
 paid yet the said John tho<sup>ugh</sup> often requested hath never paid  
 the same but neglects it In the Damage of sd Samuel Thirty  
 Pounds. ~~This Section was over~~ And now the Pl<sup>y</sup> appears & the  
 Def<sup>t</sup> tho<sup>ugh</sup> three Times called to come into Court makes Default of  
 Appearance here Wherefore it is considered by the Court that  
 the said Samuel do recover ag<sup>t</sup> the sd John sixty nine Doll<sup>s</sup>  
 and 87 Cents Damages & Costs of Suit taxed at Dol<sup>s</sup> 5, 70  
 & thereof &c

Exors<sup>hip</sup> Sep 22 1795

Joseph Stabbing Jun<sup>r</sup> of Deerfield in the County of Hampshire Esq<sup>r</sup>  
 Pl<sup>y</sup> vs Reuben Tuttle of Deerfield in the County of Hampshire aforesaid Yeoman Def<sup>t</sup>  
 In a Plea of the Case for that said Reuben at said Deerfield on  
 the 20<sup>th</sup> Day of May last past owed the said Joseph the sum of  
 nine Pounds in Lawful Money for so much Money by the said Reu-  
 ben of the said Joseph to the use of the said Joseph there before that  
 time had and received and then and there in Consideration thereof  
 undertook and faithfully promised the said Joseph to pay him the

199  
 Cottrell Compt<sup>r</sup>  
 vs  
 Brown  
 May 20 1795  
 Mather vs  
 Morley  
 Sep 1 1795  
 Stabbing vs  
 Tuttle  
 Sep 3 1795

same on demand yet said Reuben tho' often requested hath  
never performed his said promise but neglects it to the Dam'  
of said Ply ten Pounds And now the Ply appears & the Def<sup>t</sup>  
tho' three times called to come into Court makes Def<sup>t</sup> of appearance  
here Wherefore it is considered by the Court that the said  
Joseph do recover ag<sup>t</sup> the said Reuben Thirty Dollars Dam'  
and Costs of Suit taxed at 4 Dol 40 C<sup>t</sup> & more of 2

Exon 4<sup>th</sup> Sep 14 1795

Smith vs  
Maxwell  
Sep 21 1795

Amaria Smith of Deerfield in the County of Hampshire Matter  
Ply vs Benjamin Maxwell of Heath in the County aforesaid Gent  
Def<sup>t</sup> In a Plea of the Case for that said Benjamin at said  
Deerfield on the 20<sup>th</sup> Day of July last past by his Note under  
his hand of that date for value rec<sup>d</sup> promised the said  
Amaria to pay him the sum of Six Pounds lawful Money  
or twenty four good merchantable Sheep half ewes & half  
Lambs on or before the first day of June then next Yet  
Benjamin tho' often requested hath never paid the same  
or any part thereof but neglects it To the Dam' of the P<sup>d</sup>  
Amaria Nine Pounds The Ply appears & the Def<sup>t</sup> tho'  
three times called to come into Court makes Default of  
appearance here Wherefore it is considered by the Court  
that the said Amarie do recover ag<sup>t</sup> the said Benj<sup>t</sup> Max  
well twenty Dol<sup>s</sup> & 29 Cents Damages & Costs of Suit tax<sup>d</sup>  
at Dol 4, 90<sup>c</sup> & more of 2 Exon 4<sup>th</sup> Sep 14 1795

Syman vs  
Field  
Sept 6 1795

Augustus Syman of Deerfield in the County of Hampshire  
Blacksmith Ply vs David Field of Conway in P<sup>d</sup> County Yeom  
Def<sup>t</sup> In a Plea of the Case for that said Augustus at P<sup>d</sup> Deer  
field on the second Day of April in the Year of our Lord 1794  
had there before that Time sold and delivered to the said David  
at his special Instance & request divers Goods Wares & Merchand  
ises according to the Schedule hereto annexed in the said  
David then and there in Consideration thereof undertook  
and faithfully promised the P<sup>d</sup> Augustus to pay him so much  
money as the same Goods Wares & Merchandises were reason  
ably worth estimated and the said Augustus says that the  
said Goods Wares & Merchandises were reasonably worth four  
hundred and thirty Shillings & one penny in lawful money to wit  
at the time of the aforesaid delivery aforesaid Yet said David though  
often requested hath never paid his promise aforesaid

neglects it to the Damage of the said Augustus fifteen Pounds.  
This Action was commenced at the last The Pl<sup>y</sup> appears and the  
Def<sup>t</sup> the three times called to come into Court makes Default of  
appearance here Whereupon it is considered by the Court that the  
said Augustus do recover against the said David thirty seven  
Dollars & one Cent Damages and Costs of Suit taxed at 4<sup>th</sup> Dec<sup>r</sup> 43<sup>rd</sup>

200

2<sup>th</sup> thereof

Ex<sup>co</sup> in ip<sup>s</sup> Sep 14 1795

Thomas Wells Yeoman & Samuel Wells Yeoman both of Dursfield in  
the County of Hampshire Administrators on the Estate of Ebenezer  
Wells late of Dursfield deceased Pl<sup>ffs</sup> vs Thomas Wells of Leyden in the  
County of Dorset said Yeoman Def<sup>t</sup> In a Plea of the Case for that  
said Thomas Wells of Leyden at said Dursfield on the four<sup>th</sup> Day of April  
in the Year of our Lord 1793 by his note under his hand of that date  
for value rec<sup>d</sup> promised the said Ebenezer being then alive to pay him  
or his Order the sum of Fifty three Pounds six Shillings and five pence  
lawful Money in Demand with lawful Interest for the same until  
paid and said Thomas Wells of Dursfield and Samuel aver that  
the same Note was never transferred to any person yet said  
Thomas Wells of Leyden tho<sup>t</sup> often requested hath never paid the  
same or any part thereof to <sup>sd</sup> Eben<sup>r</sup> during his life time nor  
to his said Administrators since his death but neglects it  
to the Damage of the said Pl<sup>ffs</sup> forty Pounds And now the Pl<sup>ffs</sup>  
appear & the Def<sup>t</sup> the three times called to come into Court  
makes Default of appearance here Whereupon it is  
considered by the Court that the said Thomas & Samuel Adm<sup>rs</sup>  
do recover ag<sup>t</sup> the said Thomas of Leyden Seventy nine Dollars  
and twenty three Cents Damages & Costs of Suit taxed at  
Dec<sup>r</sup> 4<sup>th</sup> 76<sup>th</sup> 2<sup>th</sup> thereof

Wells & al  
Wells

Apr 7 1795

Ex<sup>co</sup> in ip<sup>s</sup> Sep 14 1795

Asa Gates of Munsion in the County of Hampshire Clothier Pl<sup>y</sup>  
vs Abijah Brown of Cambridge in the County of Middlesex Butcher  
and Nath<sup>l</sup> Griggs of Borton in the County of Suffolk Labour<sup>rs</sup>  
Def<sup>ts</sup> In a Plea of the Case for that whereas the said Abijah & Nath<sup>l</sup>  
of Charleston town at Northampton aforesaid on the 20<sup>th</sup> Day  
of Sept<sup>r</sup> in the Year of our Lord One Thousand Seven Hundred &  
Ninety three by their promissory Note of Hand of that date by  
them subscribed for value rec<sup>d</sup> jointly & severally promised said  
Asa to pay him or Order the sum of Seven Pounds Ten Shillings  
within Thirty Days from the Date of said Note yet the said Abijah  
& Nath<sup>l</sup> tho<sup>t</sup> often requested have not nor hath either of them paid  
the Contents of said Note but neglects it To the Dam<sup>ge</sup> of the sd  
Asa Twelve Pounds The Pl<sup>y</sup> appears & the Def<sup>ts</sup> the three  
times called to come into Court makes Default of appearance  
here Whereupon it is considered by the Court that the said  
Asa do recover against the said Abijah & Nath<sup>l</sup> fourteen Dec<sup>r</sup>  
& 02 Cents Damages and Costs of Suit taxed at 10 Dec<sup>r</sup> 37<sup>th</sup>  
& 2<sup>th</sup> thereof

Gates vs  
Brown & al  
Sep 11 1795

Ex<sup>co</sup> in ip<sup>s</sup> Nov 11 1795

Merrick vs

Bicknell

Sep (13) 1795

Aaron Merrick of Palmer in the County of Hampshire Gent  
Plf vs John Bicknell Jun<sup>r</sup> of B. Chertswin in the County  
aforesaid Husbandman Def<sup>t</sup> In a Plea of the Case for  
that whereas the said John at Palmer on the sixth Day  
of Decem<sup>r</sup> in the Year of our Lord 1794 by his Note under his hand  
of that date for value rec<sup>d</sup> promised the said Aaron to pay  
him on Order the sum of £ 14. Silver money by the 15<sup>th</sup>  
day of May next after the date of said Note with Inter  
est yet the said John tho<sup>t</sup> often requested hath not paid  
the contents of said Note but neglects it. To the Dam<sup>t</sup>  
of the said Aaron twenty Pounds. This Cause was then  
now tho<sup>t</sup> Pl<sup>y</sup> appears and the Def<sup>t</sup> the three times called  
to come into Court makes default of appearance  
here. Whereupon it is considered by the Court that  
the said Aaron do recover against the said John 50 Dol<sup>r</sup>  
2 6<sup>th</sup> Damages 2 Costs of Suit taxed at 4 Dol<sup>r</sup> 2 9 3 Cents  
2 Mar<sup>t</sup> of 21

Ex<sup>co</sup>m<sup>o</sup> ip<sup>s</sup>o Sep 12 1795

Baker vs

Hanall

Sep 18 1795

Seth Baker of Chertswin in the County of Hampshire Gent  
Pl<sup>y</sup> vs Samuel Hanall of Partridgefield aforesaid Gentleman  
Def<sup>t</sup> In a Plea of the Case for that whereas the said Samuel  
at Chertswin aforesaid on the 15<sup>th</sup> Day of Decem<sup>r</sup> last  
past by his promissory Note of hand of that date for value  
rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him the sum of four Pounds  
2 ten shillings Lawful money by the 15<sup>th</sup> day of March  
then next with Interest till paid yet the said Samuel  
altho<sup>t</sup> often requested has never performed his said promise  
but refuses to do it To the Damage of the said Seth ten  
Pounds. The Pl<sup>y</sup> appears 2 the Def<sup>t</sup> tho<sup>t</sup> three times called to  
come into Court makes default of appearance here.  
Whereupon it is considered by the Court that the said Seth  
do recover against the said Samuel Fifteen Dol<sup>r</sup> 2 6 5 Cents  
Damages 2 Costs of Suit taxed at 4 Dol<sup>r</sup> 6 2 3<sup>th</sup> 2 Mar<sup>t</sup> of 21

Ex<sup>co</sup>m<sup>o</sup> ip<sup>s</sup>o Sep 15 1795

Whaler vs

Robinson

Sep 21 1795

James Whaler of South Brimfield in the County of Hampshire  
Husbandman Pl<sup>y</sup> vs Samuel Robinson of Rutland in the  
County of Worcester Yeoman otherwise called Goldmaker  
otherwise Gentleman. Def<sup>t</sup> In a Plea of the Case for that  
the said Samuel at said South Brimfield on the fourth Day  
of May last past by his promissory Note of hand of that  
date for value rec<sup>d</sup> promised the said James to pay him the

Sum of twenty five pounds lawful Money to be paid in good Merchandise  
able four penny Nails at two Shillings by the Thousand said Nails  
to be delivered at Lieut Mungers (meaning at Lieut Darius Mun-  
gers dwelling House in said South Brimfield by the first Day of  
June then next coming with Interest for the same sum till paid  
and the Pl<sup>y</sup> avers that he was ready before on said Day of June  
aforesaid at said Mungers dwelling House in said South Brimfield  
to receive the contents of said note in Nails according to the tenor  
of it yet said Samuel has never delivered said Nails nor fulfilled  
his said promise tho' often thereto requested but neglects to do it  
In the Damage of the said James fifty Pounds. The Pl<sup>y</sup> now ap-  
pears & the Def<sup>t</sup> has three times called to come into Court makes  
Default of appearance here. Whereupon it is considered by the  
Court that the said James do recover against the said Samuel  
Eighty five Dollars Damages & Costs of Suit taxed at 6 Dol'  
25 Cents & thereof &c.

Exon ip<sup>o</sup> Sep 14 1795

Aaron Goe of Granville in the County of Hampshire App<sup>t</sup> vs  
William Gooley of said Granville App<sup>t</sup> from the Judg<sup>t</sup> of Isaac  
Goe Esq<sup>r</sup> In which original Case the said Gooley was Pl<sup>y</sup> & I<sup>o</sup>  
Goe Def<sup>t</sup> In a Plea & set forth in the Declaration on  
file &c, And now the App<sup>t</sup> appears & the App<sup>t</sup> being three  
times called to come into Court is non suit & the said App<sup>t</sup>  
prays Judg<sup>t</sup> for his Costs & it is considered by the Court that  
the said Aaron do recover against the said William his Costs  
in defending this Suit taxed at 4 Dol' 4 C<sup>t</sup> & thereof &c.

Goe App<sup>t</sup>  
vs  
Gooley  
Sep 22 1795

Exon ip<sup>o</sup> Sep 14 1795

Phineas Woolworth of Granville in the County of Hampshire  
Adm<sup>r</sup> on the Estate of Sylvanus Woolworth of said Granville de<sup>d</sup>  
Pl<sup>y</sup> vs Ebenezer Woolworth of Suffield in the County of Hartford  
and State of Connecticut Administrator on the Estate of Sa-  
lus Woolworth of Suffield aforesaid de<sup>d</sup> and Def<sup>t</sup> In a Plea &  
as set forth in the Declaration on file &c, And now neither  
party appearing this Case is dismissed &c.

Woolworth vs  
Woolworth Adm<sup>r</sup>  
Sep 24 1795

Edward Tiffany of Northfield in the County of Hampshire  
Trustman Pl<sup>y</sup> vs John Coates of Barnardston in said County  
Trustbandman Def<sup>t</sup> In a Plea of the Case for that the said  
Coates at said Northfield on the first day of Decem<sup>r</sup> in the year  
of our Lord 1793 by his Memorandum in writing of that date  
by him subscribed acknowledged that he had rec<sup>d</sup> of the said Edw<sup>d</sup>  
a pair of Yearling Steers which he was meaning which Steers  
the said Coates promised to return to the said Tiffany in one year  
and five Months from the date of said Memorandum or mean-  
ing or to deliver to the said Tiffany in neat Cattle to the value  
of twelve Pounds to be appraised by Indifferent Men which  
time has elapsed & the Pl<sup>y</sup> avers that he was always ready to  
receive the said Steers or neat Cattle yet the said Coates tho'

Tiffany vs  
Coates  
Sep 29 1795

requested the same Silver or neat bottle has not returned or delivered nor the Plaintiff but neglects it To the Damage of the said Tiffany Twenty Pounds And now the Plf appears & the Defd<sup>t</sup> tho' three times called to come into Court makes Def<sup>t</sup> of appearance Whereupon it is considered by the Court that the said Edw<sup>d</sup> do recover against the said John forty Dollars Damages & Costs of Suit taxed at 5 Dol<sup>s</sup> 37 Cents & thereof

Exon ip<sup>o</sup> Sep 15 1795

Sawyer vs

Whitney

Sep 30 1795

Israel Sawyer of Swansey in the County of Chester State of New Hampshire Physician Plf vs Daniel Whitney of Chester field in the County of Hampshire Husbandman Defd<sup>t</sup> In a Plea of the Case for that the said Whitney at a Place called Pictney viz at said Northampton on the seventh Day of June in the Year of our Lord 1794 by his Note under his hand of that date for value rec<sup>d</sup> promised the Plf to pay him or Order 27<sup>th</sup> 5<sup>th</sup> 2<sup>mo</sup> & the Interest in three Months from the date of said Note which Time has elapsed yet the said Whitney tho' requested the same sum & Interest has not paid but neglects it To the Damage of the said Sawyer Thirty Pounds The Plf appears & the Defd<sup>t</sup> tho' three times called to come into Court makes Default of appearance here Whereupon it is considered by the Court that the said Sawyer do recover against the said Whitney Sixty one Dollars & 97 Cents Damages & Costs of Suit taxed at 5 Dol<sup>s</sup> & 11 Cents & thereof

Exon ip<sup>o</sup> Sep 15 1795

Throughton vs

Sarabee

Sep 31 1795

Edward Throughton of Northfield in the County of Hampshire Innholder Plf vs Asa Sarabee late of Dursfield in said County Yeoman Defd<sup>t</sup> In a Plea of the Case for that the said Asa at s<sup>d</sup> Northampton on the 11<sup>th</sup> Day of July in the Year of our Lord 1793 by his Note under his hand of that date for value rec<sup>d</sup> promised the Plf to pay him or Order six Pounds two shillings & two pence & 10<sup>th</sup> worth of good merchantable Rye or Wheat & the Interest in eight Months from the date of said Note to be delivered at s<sup>d</sup> Throughtons House then in Windsor or at Phillip Mattoms in Northfield which time has elapsed & the Plf avers that he was always ready at the Time and Place afores<sup>d</sup> to receive the said Rye or Wheat yet the said Asa Sarabee tho' requested has not delivered the same Wheat or Rye or either of them nor the same sum in Money & the Interest paid but neglects it To the Damage of the said Edward Ten Pounds The Plf appears & the Defd<sup>t</sup> tho' three times called to come into Court makes Default of appearance here

Whereupon it is considered by the Court that the said Edward do recover  
against the said Asa twenty two Dollars & Eighteen Cents Dam<sup>s</sup>  
and Costs of Suit taxed at Dol<sup>s</sup> 5, 39 & there of &c

202

Nathaniel Briggs of Maine in the County of Essex vs Sep 15 1795  
of Cheshire & State of New Hampshire Cabinetmaker. Pl<sup>y</sup> is James Briggs vs  
Miriam of Northfield in the County of Hampshire Cabinetmaker. Miriam  
Def<sup>t</sup> In a Plea of the Case for that the said Miriam at said Northamp Sep 33 1795  
ton on the fifth Day of June in the Year of our Lord 1795 by his Note  
under his hand of that date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him  
in Order twenty Dollars & ten pence & the Interest in two Months  
from the date of said Note which time has elapsed & the Pl<sup>y</sup> avers that  
the same Sum is equal in value to Six Pounds & Ten pence & me  
yet the said Miriam tho' requested the same Sum & Interest hath  
not paid but neglected it to the Damage of the said Briggs twelve  
Pounds. This ~~action was~~ The Pl<sup>y</sup> appears & the Def<sup>t</sup> hath three  
times called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Nathaniel do  
recover against the said James twenty Dol<sup>s</sup> & 46 Cents Damages  
& Costs of Suit taxed at Dol<sup>s</sup> 5, 55 & there of &c

Ex cor<sup>m</sup> ip<sup>s</sup> Sep 15<sup>th</sup> 1795

Hampshire vs To the Sh<sup>ff</sup> of the County of Hampshire or his Deputy  
Gratifying. Whereas Levi Kendall of Guilford in the County of  
Windham & State of Vermont Yeoman before ~~me~~ Justices your  
Court of Common Pleas holden at Northampton within & for said Coun  
ty of Hampshire on the 3<sup>d</sup> Tuesday of Juny in the Year of our Lord  
1795 by the Consideration of our Justices received Indgt<sup>o</sup> & Sena  
than Willington of Warwick in our County of Hampshire  
Yeoman for the Sum of eight Pounds two Shillings & five pence  
Lawful Money Debt or Damage & one Pound fifteen Shillings &  
nine pence &c Cost of Suit by him about his said Suit in that  
behalf expended & one Shilling for an Execution whereof the  
Willington is convict as appears to us of Record which Record  
is in Court to be produced & whereas the said Levi Kendall then  
afterwards viz on the twenty third day of Juny last past pur  
chased our Writ of Execution in the same way Indgt<sup>o</sup> & deliv<sup>d</sup>  
or caused it to be delivered to Galat Lyman who then was & ever  
since has been a Deputy Sh<sup>ff</sup> of our said County of Hampshire  
who made return of the same Writ to our then next <sup>Superior</sup> Court of  
Common Pleas holden at Northampton on the third Tuesday of  
May last past with the words "I have made diligent search & can  
not find the Person or property of the within named Willington  
and returned the same in no part satisfied as to us appears also  
of Record which Record is in Court to be produced & at the Indgmt  
be thereof rendered as afores<sup>d</sup> yet Execution for the same Dam<sup>s</sup>  
and Cost remains to be made therefore the said Levi Kendall hath

Kendall vs  
Ball

Sep 24 1795

Suppliated us to provide remedy for him in that behalf & Whereas  
Jonas Ball of Warwick in our said County of Hampshire  
Yeoman became Bail for the said Willington in the Original  
process in said Suit not only for the appearance of the said  
Willington to answer to the D<sup>y</sup> Suit but also to abide a final  
Judg<sup>t</sup> that should be given thereon as by the Return of the  
Original process appears now to the end that ~~and~~ Justice may  
be done we command you that you make known to the said  
Jonas Ball that he be before our Justice of our Court of Common  
Pleas next to be holden at Northampton within 2 for our D<sup>y</sup>  
County of Hampshire on the first Tuesday of Sep next to show  
cause if any he have Wherefore the said Levi Thundall ought  
not to have his Execution on the same aforesaid Judg<sup>t</sup> ag<sup>t</sup>  
the said Jonas Ball for his Damaged Costs of and further to do  
& receive that which our said Court shall consider & have  
there this Writ with your Doings therein Witness &c  
And the Pl<sup>y</sup> appears & the Def<sup>t</sup> brings in Jonathan Willing-  
ton for whom he was Bail & prays he may be discharged in  
paying the Costs of this Suit & said Jonathan is ordered into  
Custody and said Jonas discharged in paying Cost &  
Costs paid in Court

Ch. White vs  
Sumner  
Sep 43 1795

Chenues White of Hadley in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs John Sumner Esq<sup>r</sup> of Hadley Esquire Def<sup>t</sup> in  
a plea of Trespass on the Case for that the said John at Hadley  
aforesaid on the twenty eighth Day of Decem<sup>r</sup> in the year of  
our Lord 1792 by his Note in writing of hand of that date  
for value rec<sup>d</sup> promised the said Chenues to pay him to Cover  
the Sum of twelve Pounds Nine Shillings lawful Money in  
one Year from the date of said Note with Interest till paid  
also for that the said John at Hadley aforesaid on the 29<sup>th</sup> day  
of January in the year of our Lord 1794 by his other Note of  
hand of that date for value rec<sup>d</sup> promised the said Chenues  
to pay him or order the Sum of Seven Pounds in Demand  
with Interest Yet the said John tho often thereto requested  
hath never paid said Sumner either of them but neglects it  
to the Damage of the said Chenues twenty five Pounds  
This appears and the Def<sup>t</sup> tho three times called to come into  
Court make Default of appearance here Wherefore it  
is considered by the Court that the said Chenues do recover  
ag<sup>t</sup> the said John Sumner the Sum of three Pounds & 4 Shillings

Exon ip<sup>s</sup> Sep 12 1795  
Joseph Clap Jun<sup>r</sup> of the District of Easthampton in the County of Hampshire  
Pl<sup>y</sup> vs Waitstill Clark of Southampton in the County  
aforesaid German Def<sup>t</sup> In a Plea of the Case for that the said Wait  
still at said Easthampton on the fourth Day of July last past by his  
note of Hand of that date for value received promised the said Joseph to  
pay him or Order the sum of eight Pounds seven shillings & one  
penny half penny 2<sup>d</sup> in Demand with Interest until paid yet  
the said Waitstill tho' often requested hath not paid the Pl<sup>y</sup> the Con-  
tents of said Note nor any part thereof but unjustly neglect it  
to the Damage of the s<sup>d</sup> Joseph Ten Pounds The Pl<sup>y</sup> appears & the  
Def<sup>t</sup> tho' three times called to come into Court makes Default of  
appearance here Wherefore it is considered by the Court that  
the said Joseph do recover against the said Waitstill twenty one  
Doll<sup>r</sup> & twenty Cents Damages & Costs of Suit taxed at 2d<sup>s</sup> 3, 62  
& thereof 2

Clap vs  
Clark  
Sep 45 1795

Exon ip<sup>s</sup> Sep 10 1795  
Joseph Clap Jun<sup>r</sup> of Easthampton in the County of Hampshire Trader  
Pl<sup>y</sup> vs Sarah James of the s<sup>d</sup> District German Def<sup>t</sup> In a Plea of  
Trespas on the Case for that the said Sarah at said Easthampt<sup>n</sup>  
town on the 10<sup>th</sup> Day of March last past by her note of Hand of that  
Date for value received promised the Pl<sup>y</sup> to pay him or Order the sum  
of Four Pounds Lawful money in Demand with Interest until  
paid yet the s<sup>d</sup> Sarah tho' often requested hath not paid the  
same but neglects it to the Damage of the said Joseph Six Pounds  
The Pl<sup>y</sup> appears and the Def<sup>t</sup> tho' three times called to come into  
Court makes Default of appearance here Wherefore it is con-  
sidered by the Court that the said Joseph do recover against the  
said Sarah Thirteen Doll<sup>r</sup> & twenty four Cents Damages & Costs  
of Suit taxed at 2d<sup>s</sup> 3, 46 & thereof 2

Clap vs  
James  
Sep 46 1795

Exon ip<sup>s</sup> Sep 10 1795  
Joseph Clap Jun<sup>r</sup> and Medad Lyman both of Easthampton in  
the County of Hampshire joint dealers in the Blacksmiths Bus-  
iness Pl<sup>y</sup> vs Aaron Clap of the District of Easthampton aforesaid  
German Def<sup>t</sup> In a Plea of Trespas on the Case for that the s<sup>d</sup> Aaron  
at s<sup>d</sup> Easthampton on the 22<sup>d</sup> Day of May last past was justly  
indebted to the said Joseph & Medad in the sum of Twelve Pounds  
Six Shillings & four pence Lawful money for divers Work Labour &  
Services in the Business of a Blacksmith there before that time  
done and performed by the said Joseph & Medad for the said Aaron  
at his special instance and request and being so indebted the  
said Aaron in consideration thereof assumed on himself to the  
said Joseph & Medad then and there faithfully promised to pay them  
the same sum on demand yet the said Aaron tho' often requested

Clap vs  
Clap  
Sep 47 1795

hath in no wise performed his said Promise to the Pl<sup>y</sup> but  
neglects so to do To the Damage of the said Joseph & Mead  
twelve Pounds. The Pl<sup>y</sup>s appeared the Def<sup>t</sup> the three times  
called to come into Court makes Default of appearance here  
Therefore it is considered by the Court that the D<sup>s</sup> Joseph & Mead  
do recover ag<sup>t</sup> the said Aaron

Murray vs  
Jones  
Sep 40 1795

Seth Murray of Fulfield in the County of Hampshire Esq<sup>r</sup>  
Pl<sup>y</sup> vs Benoni Jones late of Bicester in the County of Berkshire  
Simr Def<sup>t</sup> in a Plea of Trespass on the Case for that the said  
Benoni at Conway in the County of Hampshire on the 10<sup>th</sup>  
Day of January in the Year of our Lord 1799 by his Note of hand  
of that date for value received promised the said Seth to pay him  
or his Order the full & just Sum of eleven Pounds, Thirteen  
Shillings making lawful Money on Demand with Interest  
for the same till paid yet the said Benoni Mo<sup>r</sup> often request  
ed hath not paid the Pl<sup>y</sup> the Contents of said Note nor any Pt<sup>t</sup>  
thereof but neglects & refuses to do it. To the Damage of  
the said Seth fifteen Pounds. The Pl<sup>y</sup> appears & the Def<sup>t</sup> the  
three times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said Seth  
do recover against the said Benoni Jones fifty one Doll<sup>r</sup> & 14 Cents  
Damages and Costs of Suit taxed at Doll<sup>r</sup> 4, 46 & 2 Pence of 2<sup>d</sup>

Done in Sep 10 1795

Cutler vs  
Billings  
Sep 49 1795

James Cutler & Jonathan Amory of the City of Boston in the  
County of Suffolk joint Merchants Pl<sup>y</sup>s vs Joel Billings late  
of Amherst in said the County of Hampshire Gent<sup>l</sup> Def<sup>t</sup> In a  
Plea of Ejectment wherein the said Cutler & Amory demand  
against the said one Billings to wit a dwelling House  
and Barn and about two acres of Land with other Buildings  
thereon & being in Amherst aforesaid bounded North on  
Simon Dickinsons Land South on the Highway &  
run ning to a point East and West with the Appurtenances  
& wherein the said Cutler & Amory say that at said North  
ampton on the fourth Day of May in the Year of our  
Lord 1794 one Moses Cook Sen<sup>r</sup> late of said Amherst being  
seized in Fee of the Premises by his Deed under his hand  
and Seal & Seal of that date in Court to be produced duly  
registered & acknowledged for the Consideration therein ex  
pressed Granted Bargained & conveyed to the said Cutler &  
Amory the aforesaid tenanted Premises to hold the same to  
them their heirs and assigns forever By Virtue of which

the said Cutler and Amory, became instantly seized of the same Land & Buildings on Consideration however & said Deed to be void if the said Moses should pay to the said Cutler & Amory the Contents of a certain Note of hand given date with said Deed given by said Moses to them to secure to them the payment of the sum of Five Hundred <sup>there</sup> Dollars and twenty Pounds Lawful Money in one year from the date of with Interest after four months from the date of said Note & the said Cutler and Amory say the said Moses hath never paid the same sum as aforesaid & the Interest thereof secured by said Note as aforesaid and that the Deed as aforesaid is in full force & that the said Cutler & Amory ought to have possession of the demanded Premises but that the said Deed hath unjustly and without Judgt entered them unto and dispossessed the said Cutler & Amory & unjustly debarred them and holds them out therefrom - To the Damage of the said Cutler & Amory Six Hundred Pounds - The Offenders & the Def<sup>t</sup> the<sup>s</sup> three times called to come in to Court makes Default of appearance here - Wherefore -

James Cutler & Jonathan Amory the Third both of Boston in the County of Suffolk joint Merchants Dyrs Martin Shelloe of Amherst in the County of Hampshire yeoman alias Gent<sup>l</sup> Dydt In a Plea of Ejectment wherein the said Cutler and Amory demand against the said Martin - A certain Piece of Land in said Amherst bounded East on the Highway there measuring twelve Rods & ~~thirteen~~ <sup>fourteen</sup> Rods and five feet North on Land of Noah Dickinson there measuring <sup>forty seven</sup> ~~thirteen~~ Rods & Thirteen feet East on Noah Dickinsons Land sixteen Rods North on the Highway One Hundred & fifty two Rods South on Land belonging to the Heirs of Moses Warner measuring 100 Rods North on Land belonging to the Heirs of Moses Warner there measuring twenty two Rods West on Land of Abina Montague there measuring Thirty Rods & Eight Feet & South on Land of David Warner there measuring one hundred and ninety six Rods containing Forty seven Acres & Thirty six Rods with the appurtenances & wherein the said Cutler and Amory say that at said Northampton on the fourth Day of May in the Year of our Lord Seventeen Hundred & Ninety four one Moses Cook Son of said Amherst being seized in fee of the Premises by his Deed under his hand & Seal of that date in Court to be produced duly registered & acknowledged for the consideration therein expressed he the said Moses granted & bargained & conveyed to the said Cutler & Amory the aforesaid demanded Premises to hold the same to them their Heirs and assigns forever by virtue of which they became instantly seized of the same Land on Condition however & said Deed to be void if the said Moses should pay to the said Cutler & Amory the Contents

Cutler & al  
vs  
Shelloe  
Sept 30 1796

of a certain Note of hand of even date with <sup>d</sup> Due given by  
said Moses to <sup>d</sup> Cutler & Amory to secure them the payment of  
Five Hundred & twenty Pounds lawful Money in one Year  
from the date thereof with Interest after four Months from  
the date of said Note and the said Cutler and Amory say the  
said Moses hath never paid the same sum aforesaid & the Interest  
thereof secured by said Note as aforesaid and that the Due aforesaid  
is in full price & that the said Cutler & Amory ought to have  
Possession of the demanded Premises but that the <sup>d</sup> Martin  
hath unjustly and without Judge's interdict therinto & dis-  
seised the said Cutler & Amory and unjustly deposed them  
and holds them out therefrom - To the Damage of the <sup>d</sup>  
Cutler and Amory as they say six Hundred Pounds -  
The Plea appears by Samuel Threlkley Esq. his atty & the Def<sup>t</sup>  
by Caleb Strong Esq. his atty comes and defends the force  
and Injury whereof & says that he is not Guilty in  
manner & form as the Demandants have alleged & thereof  
puts himself on the Country - And the <sup>d</sup> James & Jonathan  
by their attorney aforesaid reserving Liberty to waive this  
Replication and join the issue tendered at the Supreme  
Court & agreeing that one Trial at the Supreme Court shall  
be final on their part & that they will not review the  
Judgment say that the Plea aforesaid is an insufficient  
Answer to his Declaration & that he is not bound by  
Law to answer thereto and for want of a sufficient answer  
prays Judge's <sup>d</sup> - And the <sup>d</sup> Martin says that his <sup>d</sup> Plea  
is sufficient & thereof prays Judge's <sup>d</sup> - Whereupon all  
and singular the Premises being seen and by the Court  
understood it appears to the Court that the Plea aforesaid  
of the said Martin <sup>and the matters therein contained</sup> and by him pleaded is a full and suffi-  
cient answer to the Declaration of the <sup>d</sup> James & Jonathan  
and that the said James & Jonathan ought to receive <sup>no</sup>  
thing and it is considered by the Court that for their Plea  
aforesaid they do receive nothing but that for their Ground  
they be in Mercy & - And it is further consider-  
ed by the Court that the said Martin do recover against the  
said James & Jonathan damages against his Costs in defending  
this suit taxed at Oct<sup>r</sup> 4, 17 & thereupon  
Whereupon the said James & Jonathan by their atty aforesaid  
appeal from the Judgment of this Court to the Supreme Judicial Court  
to be holden at Northampton within & to the County of Hamp-  
shire upon the fourth Tuesday in April next & he

Recognizes with Justice as the Law directs for the said James &  
Jonathan's prosecuting the same with effect, as by the Recogni-  
tance on file does appear &c.

205

Samuel Hinchley of Northampton in the County of Hampshire) Hinchley vs  
Esquire Plf vs Silas Brown of the District of Easthampton in Brown  
the County aforesaid Gent<sup>l</sup> Def<sup>t</sup> In a Plea of Ejectment wherein Sep 51 1795  
the said Samuel demands ag<sup>t</sup> the said Silas a certain Homestead  
in Easthampton aforesaid bounded as follows viz Southly on  
the Homestead of Silas Brown Jun<sup>r</sup> Easterly on the dividing  
Line between Northampton & Easthampton Northly on  
Land of Obadiah ~~Deane~~ James & Elisha James & Westerly  
on a Highway containing about seven Acres & an half,  
Also part of another small piece of Land lying the Northly  
side of the said Highway ag<sup>t</sup> the aforesaid Land containing  
about Forty Rods of Land and is called the old Turnip field  
which same Land with the Appurtenances the said Sam<sup>l</sup>  
claims as his Right & Inheritance & into which the sd  
Silas hath not entry but by Disseisin by him unjustly &  
without Judg<sup>t</sup> committed within Twenty Years now last  
past and whereupon the Demandant saith that he with  
in twenty Years now last past in a time of Peace was seized  
of the sd demanded Premises with the Appurtenances in  
his Demesne as of fee and Right taking the Profits thereof  
to the value twenty Shillings by the Year and into which  
the said Silas hath not entry but by the disseisin aforesaid  
by him unjustly & without Judg<sup>t</sup> committed within the  
Term of Twenty Years now last past & whereof the sd Sam<sup>l</sup>  
saith that the said Silas still deports him and holds him  
out therefrom To the Damage of the said Samuel Two Hund-  
red Pounds - The Plf appears & the Def<sup>t</sup> the three times called  
to come into Court makes Default of appearance here -  
Wherefore &c.

John House of Chesterfield in the County of Hampshire Gent<sup>l</sup> House vs  
Plf vs Samuel Withrill of s<sup>d</sup> Chesterfield Yeoman Def<sup>t</sup> In Withrill  
a Plea of Trespass on the Case for that the said Samuel at Sep 53 1795  
said Chesterfield on the 26<sup>th</sup> Day of Novem<sup>r</sup> in the Year of  
our Lord 1793 by his Note of hand of that date for Value re-  
promised the said John to him meaning to pay him) £14.0  
0m<sup>e</sup> on demand with Interest till paid Yet said Samuel

tho' often requested hath not so the Pl<sup>y</sup> the contents of  
 Note nor any part thereof but neglects it to the Dam<sup>'</sup>  
 of P<sup>r</sup> John Stone twenty Pounds - The Pl<sup>y</sup> appears &  
 the Def<sup>t</sup> the three times called to come into Court makes  
 Def<sup>t</sup> of appearance here wherefore it is considered by the  
 Court that the said John do recover ag<sup>t</sup> the said Samuel  
 Fifty one Dol<sup>'s</sup> & Sixty four Cents Dam<sup>'</sup> & Costs of Suit  
 taxed at Dol<sup>'s</sup> 4, 15 & thereof

Exon ip<sup>'s</sup> Sep 10 1795

Stone vs  
 Hastings  
 Sep 59 1795

John Stone of Chesterfield in the County of Hampshire Gent<sup>'</sup>  
 Pl<sup>y</sup> vs Oliver Hastings late of Fenway in said County Gold  
 Smith Def<sup>t</sup> In a Plea of Trespass on the Case for that the said  
 Oliver at Hatfield in said County on the 29<sup>th</sup> Day of July in  
 the Year of our Lord 1791 by his Note of Hand of that date for  
 value rec<sup>'d</sup> promised the said John to deliver to him a  
 Clock & Case worth Fifteen Pounds to be delivered at his  
 House in Chesterfield meaning at the dwelling House of  
 the said John in said Chesterfield in two Months from the  
 date meaning the date of said Note and the said John avers  
 that he has been ready ever since the date of said Note at  
 his dwelling House in said Chesterfield then to receive  
 of the said Oliver a Clock and Case according to the Tenor  
 of said Note - Also for that the said Oliver at Hatfield on  
 the 30<sup>th</sup> Day of June in the Year of our Lord 1790 by his  
 other Note of hand of that date for value rec<sup>'d</sup> promised the  
 said John to pay him One Pound and One Shilling -  
 meaning lawful Int<sup>'</sup> meaning also in Demand with  
 Interest till paid - Yet the said Oliver tho' often requested  
 hath in no wise performed either of his said Promises to  
 the Pl<sup>y</sup> but neglects to do - To the Damage of the said  
 John Stone Twenty Pounds - The Pl<sup>y</sup> appears & the Def<sup>t</sup>  
 the three times is called to come into Court makes Def<sup>t</sup>  
 of appearance here - Wherefore it is considered by the  
 Court that the said John do recover ag<sup>t</sup> the said Oliver  
 Sixty Six Dollars & Eighty two Cents Damages & Costs of  
 Suit taxed at Dol<sup>'s</sup> 4, 21 & thereof

Exon ip<sup>'s</sup> Sep 10 1795

Spring vs  
 Jones & Co  
 Sep 61 1795

Calabroting of the Hampshire in the County of Hampshire  
 Sep 11 vs John & Co Gent<sup>'s</sup> Augustus & David Husbandmen  
 and John & Co Gent<sup>'s</sup> Husbandmen in all late of the County of

in the said County Dyed In a Plea of Trespass on the Case for that  
the said Silas Fowler Augustus Deane & Silas Fowler Durr at South  
wicks upon in the fifth Day of October in the year of our Lord 1792  
by their Note of hand of that date for value received promised the P<sup>y</sup>  
to pay him or Order £8. 2, 0 & me in six Months from the date  
of said Note with Interest. Yet the said Silas Fowler Augustus  
Deane & Silas Fowler Durr tho' often requested have not our Plaintiff  
the contents of the said Note to the P<sup>y</sup> or any part  
thereof but unjustly neglected to the Dam<sup>age</sup> of the said Caleb fif-  
teen Pounds. The P<sup>y</sup> appears and the D<sup>y</sup> the three times called  
to come into Court make Default of appearance here.  
Wherefore it is considered by the Court that the D<sup>y</sup> recover  
against the said Silas Augustus & Silas Durr Thirty one Shilling  
& Eighty Cents Damages & Costs of Suit taxed at 4s 2d 29<sup>th</sup>  
& thereof &c

Exec<sup>uted</sup> Sep 14 1795

Hampshire &c To the Sheriff of our County of Hampshire & Berkshire  
& their respective Deputies greeting Whereas Isaac Hayes  
late of London in our County of Berkshire Yeoman before our  
Justices of our Court of General Sessions of the Peace holden at North-  
ampton within and for our said County of Hampshire on the 2<sup>d</sup>  
Tuesday of Jan<sup>y</sup> last past personally appeared & acknowledged  
himself indebted to us in the sum of Fifteen Pounds to be levied  
of his Goods Chattels Lands & Tenements in want thereof of his  
body to our use if Default should be made in the performance  
of the Condition following to wit that if John M<sup>c</sup>Carty of London  
Yeoman should personally appear before the Justices of our Court  
of Gen<sup>l</sup> Sessions of the Peace then next to be holden at North-  
ampton on the Third Tuesday of May then next to answer to  
such matters & things as should be objected ag<sup>t</sup> him on behalf  
of the Commonwealth & should do & receive that which by the  
said Court should be enjoined on him & not depart without  
Licence then the said Recognizance was to be void otherwise  
to remain in full Force And whereas at our said Court of Gen<sup>l</sup>  
Sessions of the Peace which was holden at Northampton  
on the 3<sup>d</sup> Tuesday of May the said John M<sup>c</sup>Carty being three  
times solemnly called to come into Court did not appear but  
made Default & did not abide the Order of the said Court as  
by the Record & proceedings thereof in our said Court remaining  
manifestly appears and by the Default aforesaid the sum  
of Fifteen Pounds is forfeited to us & hath never been paid  
but still remains due & to be levied in manner as aforesaid  
to our use and we being willing that the sum so due should

be speedily paid unmand you that you make known  
to the said Aaron Hayes that he appear before our Justices  
of our Court of Common Pleas next to be holden at North  
ampton within & for our said County of Hampshire on the  
first Tuesday of Sept next to shew Cause if any he has why  
we ought not to have Execution ag<sup>t</sup> him the said Aaron  
for the sum of Twelve Pounds for饲料 &c as aforesaid & costs  
of Suit and further to do and receive what our said Court  
shall then & there consider concerning him in this behalf  
and have you there this Writ with your Doings therein  
Witness Charles Porter Esq<sup>r</sup> &c The Commonwealth  
appear by their Atty Genl Strong Esq<sup>r</sup> & the Def<sup>t</sup> the three  
times called to come in to Court inakes Default of appear  
and here wherefore it is considered by the Court that the  
said Commonwealth do recover against the said Aaron  
Fifty Dol<sup>r</sup> Debt & costs of Suit land at 4 Dol<sup>r</sup> 25<sup>c</sup> Cont<sup>r</sup> &c  
Execut<sup>d</sup> Sep 14 1795

Commonwealth vs  
Hrop  
Sep 64 1795

Hampshire To the Sp<sup>ks</sup> of our County of Hampshire & Sher  
their & their respective Deputies Greeting.

Whereas Charles Hrop late of London in our County of Berk  
shire Yeoman before our Justices of our Court of Common Pleas  
Sessions of the Peace holden at Northampton within & for our  
said County of Hampshire on the second Tuesday of June  
last past personally appeared & acknowledged himself indebted  
to us in the sum of Twelve Pounds to be paid of his Goods  
 Chattels Lands & Tenements & inward things of his to us  
to our Use if Def<sup>t</sup> should be made in the performance  
of the Condition following to wit that if John M<sup>r</sup> Corty  
of said London Yeoman should personally appear before the  
Justices of our Court of Gen<sup>l</sup> Sessions of the Peace then next to  
be holden at N<sup>o</sup> Northampton on the 3<sup>d</sup> Tuesday of May  
then next to answer to such matters & things as should be  
objected ag<sup>t</sup> him on behalf of the Commonwealth & should  
to and receive that which by the same Court should be  
enjoined on him & not depart without License from the  
Recognizance was to be void & otherwise to remain in full  
force And whereas at our said Court of Gen<sup>l</sup> Sessions of the  
Peace which was holden at N<sup>o</sup> Northampton on the third Tuesday  
of May the said John M<sup>r</sup> Corty being three times solemnly  
called to come into Court did not appear but made Default  
and did not abide the order of the said Court as by the Record

and proceedings being in our<sup>d</sup> Court remaining manifestly ap-  
pears and by the Default aforesaid the said Sum of Fifteen Pounds  
is forfeited to us & hath never been paid but still remains due & to  
be levied in manner aforesaid to our use and we being willing that  
the sum so due should be speedily paid command you that you  
make known to the said Clearer Crop that he appear before our  
Justices of our Court of Common Pleas next to be holden at Northamp-  
ton within and for the said County of Hampshire on the first Tues-  
day of Sept next to shew Cause if any he has why we might  
not to have Execution ag<sup>t</sup> him the s<sup>d</sup> Clearer for the sum of Fifteen  
Pounds forfeited to us as afores<sup>d</sup> & costs of Suit & further to do &  
receive what our same Court shall think there convenient concer-  
ning him in this behalf and have you there therewith with your  
Daings there in Witness &c. The Commonwealth appears  
by Caleb Strong Esq<sup>r</sup> their Solicitor and the Def<sup>t</sup> the three times  
solemnly called to come into Court makes Def<sup>t</sup> of appearance  
here - Wherefore it is considered by the Court that the said  
Commonwealth do recover ag<sup>t</sup> the s<sup>d</sup> Clearer Fifty Dollars  
Debt and Costs of Suit laid at 4 Dol<sup>s</sup> 25<sup>cts</sup> & therof &c.

Ex curs<sup>us</sup> ip<sup>s</sup>o Sep 14 1795

Joseph Root of Northampton in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs Christopher Slack Yeoman & Willard Slack Yeoman  
Defts of Northampton aforesaid In a Plea of Trespass in the Court  
for that whereas the s<sup>d</sup> Christopher & Willard on the 10<sup>th</sup> Day  
of October in the year of our Lord 1793 took at s<sup>d</sup> Northamp-  
ton by their promissory Note in writing under their Hands  
of that date for value rec<sup>d</sup> promised to pay unto the said Joseph  
Root or his Order the sum of Seven Pounds & 10<sup>cts</sup> or their Steers  
(meaning that they would pay & deliver to s<sup>d</sup> Joseph their Steers  
to the value of Seven Pounds in one Year from the date of  
said Note with Interest till paid and the said Joseph avers  
that he was always ready till long after the expiration of  
one Year from the Date of said Note to have received said Steers  
according to the tenor of the said Note to wit at Northamp-  
ton aforesaid yet the s<sup>d</sup> Christopher & Willard or either of  
them have ever paid or delivered s<sup>d</sup> Steers to the s<sup>d</sup> Joseph ac-  
cording to the tenor of s<sup>d</sup> Note nor have they or either of them  
the often requested since said Note became due & payable  
ever p<sup>d</sup> the contents of the same Note but neglected it -  
To the Dam<sup>s</sup> of the said Joseph Six Pounds The Pl<sup>y</sup> appears  
and the Def<sup>t</sup> the three times called to come into Court  
make Default of appearance here Wherefore it is consid-  
ered by the Court that the said Joseph do recover against

Root vs  
Slack  
Sep 67 1795

Cheney vs  
Stevens  
Sep 69 1795

The said Christopher & Wilkard Fourteen Dollars & Ninety Cts  
Damages & Costs of Suit taxed at 3 Dols 49 Cts & thereof  
Exec ip<sup>d</sup> Sep 12 1795  
Ebenezer Cheney of Orange in the County of Hampshire  
Pl<sup>t</sup> vs Elias Martin Stevens of Warwick in the County  
of Def<sup>t</sup> In a Plea of the Case for that whereas the said  
Martin at Orange aforesaid on the 22<sup>d</sup> Day of Aug<sup>r</sup> in the Year  
of our Lord 1790 by his Note for Valued promise thereof  
to pay him or his Order ten Pounds in neat Stock (meaning  
to pay and deliver to the Pl<sup>t</sup> at his Dwelling house in  
Orange so much neat Stock as would come to said Sum  
of ten Pounds) within one Year from the date of said Note  
with use meaning Interest till paid and the Pl<sup>t</sup> avers  
that he has been always ready at his said House to re-  
ceive said Stock yet<sup>s</sup> Martin the often requested has  
never paid & delivered the same but neglects it, also for  
that said Martin there after on the ninth Day of Decem<sup>r</sup>  
last by his other Note for valued promise the Pl<sup>t</sup> to  
pay him or his Order another Sum of twelve Pounds 14<sup>s</sup>  
2<sup>d</sup> in four Months from the date of said Note with use  
till paid yet said Martin the often requested has never  
paid the same but neglects it To the Damage of the Pl<sup>t</sup>  
Eighty Pounds The Pl<sup>t</sup> appears & the Def<sup>t</sup> the three  
times called to come into Court makes Default of appearance  
here wherefore it is considered by the Court that the said  
Cheney do recover ag<sup>t</sup> the said Martin Eighty five Dols  
& Sixty five Cents Damages & Costs of Suit taxed at 5 Dols  
96 Cents & thereof

Exec ip<sup>d</sup> Sep 15 1795

Lucas vs  
Robins  
Sep 70 1795

John Lucas of Bucklyn in the County of Norfolk Traders  
Pl<sup>t</sup> vs Phineas Robins of Orange in the County of Hamp  
shire Housewright Def<sup>t</sup> In a Plea of the Case for that  
Phineas at Boston viz at Northampton in the County  
of Hampshire aforesaid on the first day of Feb<sup>r</sup> in the Year  
of our Lord 1793 by his promissory Note of hand of that date  
bearing subscription for Valued promise the Pl<sup>t</sup> to pay  
him the Sum of £12.5. 11 on demand with Interest and  
the Pl<sup>t</sup> avers that on the same day he requested the Def<sup>t</sup> to  
pay him the same Sum but he then & there did refuse  
& still does refuse & neglects it To the Damage of the Pl<sup>t</sup>  
Thirty Pounds The Pl<sup>t</sup> appears & the Def<sup>t</sup> the three times

called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Lucas do re-  
cover agt the said Robins forty nine Dolls & Seventy six Cents  
Dams Costs of Suit taxed at 9 Dolls 2 9/2 Cents & there of 2

Exem ip<sup>s</sup> Sep 15 1795

Eli Forbes of Gloucester in the County of Essex & Lucy his wife Exec<sup>rs</sup>  
in her Right to the last Will & Testament of Jedutha Baldwin late  
of said Brookfield deceased Esq<sup>r</sup> Pl<sup>t</sup> vs Daniel Shays of Pelham  
in the County of Hampshire Gentleman Def<sup>t</sup> In a Plea of Debt  
for that whereas the said Jedutha Baldwin in his Life time on the 7<sup>th</sup>  
Day of Aug<sup>t</sup> in the year of our Lord 1786 at Brimfield in Coun-  
ty of Hampshire before Ebenezer Morgan Esq<sup>r</sup> one of the Justices of the  
Peace within & for the said County of Hampshire by the consider-  
ation of the sd Justice received Judgt agt the sd Daniel for the  
sum of three Pounds two shillings & seven pence & m<sup>o</sup> Dams  
and 16/10 Charges of Suit as by the Record thereof remaining  
more fully appears which Judgt remained in full force  
altogether unsatisfied until the decease of the sd Jedutha & the  
two Writs of Exem ip<sup>s</sup> issued thereon in the life time of the sd Jedutha  
and which Judgt still remains in full force & altogether unsat-  
isfied and the said Daniel thereby became liable to pay those  
sums with two shillings & eight pence more for sd Writs of Exem  
to the said Jedutha in his life time on demand & an action  
accordingly assued to the said Jedutha in his life time  
to demand and recover the aforesaid sums of the said Daniel  
yet the said Daniel hath not paid the said several sums nor  
any pt thereof to the sd Jedutha in his life time nor to the sd  
Eli or Lucy Exec<sup>rs</sup> as afores<sup>d</sup> in her Right or either of them  
since the said Jeduthas decease - let the the said Dam<sup>t</sup>  
in the Life time of the said Jedutha by the sd Jedutha & since  
the death of the said Jedutha by the said Eli & Lucy or either of them  
to requested but neglected it whereby the said Eli & Lucy Exec<sup>rs</sup>  
in her Right as afores<sup>d</sup> aver that the said Jedutha wholly  
lost the use and Interest of said sums from the said 7<sup>th</sup> day of  
Aug<sup>t</sup> to the time of his Death & that they in their Capacity of Exec<sup>rs</sup>  
as aforesaid have wholly lost the use & Interest of said sums from  
the time of the Death of the said Jedutha to the present time & are  
still deprived thereof To the Damage of the said Eli & Lucy in their  
said Capacity Ten Pounds - The Pl<sup>t</sup> appears & the Def<sup>t</sup> the three  
times called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the sd Eli & Lucy in their said  
Capacity do recover against the said Daniel twenty Dolls & 70 Cents  
Debt and Costs of Suit taxed at 9 Dolls 90 C<sup>t</sup> & there of 2

Forbes & Lucy  
vs  
Shays  
Sep 73 1795

Exem ip<sup>s</sup> Oct 17 1795

Bachelor vs  
Brown  
Sep 7<sup>th</sup> 1795

Joseph Bachelor of Western in the County of Worcester Gent  
Pls David Brown of Colerain in the County of Hampshire  
Creditor alias Husbandman & of In a Plea of the Case  
for that whereas the said David at Colerain aforesaid in  
County of Hampshire on the fourteenth Day of Feb<sup>y</sup> in the  
Year of our Lord 1794 by his promissory Note of that date  
by him subscribed for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him  
or his Order £13. 9. 5 on demand with Interest yet the  
Brown tho<sup>t</sup> often thereto requested has never paid the same  
but neglected To the Damage of the s<sup>d</sup> Bachelor twenty  
Pounds - The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called  
to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Joseph  
do recover ag<sup>t</sup> the said David Forty Eight P<sup>ts</sup> 2 Seven  
Cents Dam<sup>s</sup> & Costs of Suit taxed at 5 P<sup>ts</sup> 54 C<sup>ts</sup> 2  
thereof &c

Exm ip<sup>o</sup> Oct 15 1795

Wells vs  
Tuttle  
Sep 7<sup>th</sup> 1795

Quartermaster Wells of Deerfield in the County of Hampshire  
Yeoman Pls Ruben Tuttle of s<sup>d</sup> Deerfield Yeoman al<sup>i</sup>  
Labourer & In a Plea of the Case for that the said Ruben  
at Deerfield aforesaid on the Day of the purchase of this Writ  
was indebted to the said Quartermaster in the Sum of Eleven Pounds  
L<sup>ms</sup> for divers Sums of M<sup>o</sup> by the said Quartermaster to the said  
Ruben to his Use & at his special Instance & request  
before that time paid & advanced & being so indebted after  
wards to wit on the Day aforesaid at Deerfield aforesaid in Con-  
sideration thereof promised the said Quartermaster to pay to him  
the same Sum when he should be thereto requested -  
yet the said Ruben tho<sup>t</sup> often thereto requested hath not  
performed his promise aforesaid but refuses & neglects so to do  
To the Damage of the said Quartermaster Twelve Pounds - The  
Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come into Court  
makes Default of appearance here Wherefore it is considered  
by the Court that the said Quartermaster do recover ag<sup>t</sup> the said  
Ruben Thirty six P<sup>ts</sup> 2 67 Cents Dam<sup>s</sup> & Costs of Suit  
taxed at 4 P<sup>ts</sup> 2 00 C<sup>ts</sup> 2 thereof &c

Exm ip<sup>o</sup> Sep 30 1795

Robert vs  
Bach  
Sep 31 1795

Samuel Robert of Abington in the County of Plymouth Esq<sup>r</sup> Pls  
John Bach of Chesterfield in the County of Hampshire Gent<sup>l</sup>  
& of In a Plea of the Case for that whereas the said John at said  
Abington in the County of Plymouth viz at Northampton  
in the County of Hampshire on the 11<sup>th</sup> Day of December  
in the Year of our Lord 1793 by his promissory Note in

of that date by him subscribed then & there for value received promised  
the said Aaron to pay him or his Order the Sum of £ 7. 10 2 M<sup>rs</sup> in  
one year from the date with Interest from the date thereof yet the  
John altho' often requested hath never paid the same but neglects it  
to the Damage of the said Aaron fifteen Pounds. The Pl<sup>y</sup> appears & the  
Def<sup>t</sup> the three times called to come into Court makes Default of  
appearance here. Wherefore it is considered by the Court that  
the said Aaron do recover against the said John twenty sum<sup>ms</sup> Debt  
and Sixty two & an half Cent Damages & Costs of Suit taxed at  
9 Dollars & 40<sup>th</sup> C<sup>t</sup> & thereof.

Exon<sup>d</sup> Sep 14 1795

Isiah Boyden Jun<sup>r</sup> of Conway in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs Thomas Smith of Hadley in the County of N<sup>h</sup> Tratter Def<sup>t</sup> In  
a Plea that the said Thomas render to s<sup>d</sup> Isiah the Sum of Fifteen  
Pounds, nineteen Shillings & three pence which to him he owes  
and from him unjustly detains and Whereas said Isiah says that  
at a Court of Common Pleas holden at Springfield within and  
for the County of Hampshire on the Third Tuesday of Jan<sup>y</sup> in  
the Year of our Lord 1793 he the said Isiah by the Judge<sup>t</sup> of the same  
Court recovered Judgment ag<sup>t</sup> the said Thomas the Sum of twelve Pounds  
14/3 Damages & three Pounds & three Shillings Costs of Suit and  
judged him by the same Court whereof the said Thomas is un-  
w<sup>it</sup> as by the Records thereof remaining in the same Court  
is manifest and appears which Judgment yet remain in its full  
force and effect not satisfied nor reversed & the said Isiah never  
sued out any Exon<sup>d</sup> on the Judgment afores<sup>d</sup> nor hath said Thomas  
ever paid said Sum or any part thereof to said Isiah altho' often  
requested thereto where by action accrued to said Isiah to  
have and demand the aforesaid Sum of Fifteen Pounds nineteen  
Shillings and three pence of said Thomas yet s<sup>d</sup> Thomas tho'  
often requested thereto hath never paid rendered the same or  
any pt<sup>r</sup> thereof but neglects and refuses to do it To the Dam<sup>age</sup>  
of the said Isiah twenty Pounds. The Pl<sup>y</sup> appears & the  
Def<sup>t</sup> the three times called to come into Court makes Default  
of appearance here. Wherefore it is considered by the Court  
that the said Isiah do recover against the said Thomas  
Sixty Dollars & fifty Cents Debt & Costs of Suit taxed at 4 Dol<sup>s</sup> &  
twenty six Cents & thereof.

Boyden vs

Smith

Sep 04 1795

Jonathan Edwards Porter of Hadley in the County of Hampshire  
Gent<sup>l</sup> Ex<sup>r</sup> of the last Will & Testament of Giles French Shallop  
late of s<sup>d</sup> Hadley the p<sup>re</sup>decessor deceased Pl<sup>y</sup> vs Joseph Alexander  
of Williamsburgh in s<sup>d</sup> County Yeoman Def<sup>t</sup> In a Plea in a  
Plea of the Case for that said Joseph at s<sup>d</sup> Hadley on the 11<sup>th</sup> Day

Porter Ex<sup>r</sup>

Alexander

Sep 08 1795

of July in the year of our Lord 1792. by his Note under his hand of that date for value rec<sup>d</sup> promised said Giles Crouch then in full life but since deceased to pay him or his exec<sup>r</sup> the sum meaning the value of Eight Pounds 17<sup>s</sup> in neat cattle on demand with lawful interest for the same till paid & Jonathan Edwards avers that he demanded said cattle of said Joseph to wit at said ~~Wethersfield~~ Hadley on the twelfth day of May last past since the decease of said Giles Crouch yet said Joseph tho<sup>t</sup> often thereto requested hath never delivered the same either to said Giles Crouch in his life time or to his said Exec<sup>r</sup> since his decease but refuses so to do To the Dam<sup>s</sup> of the said Jon<sup>s</sup> Edwards in s<sup>d</sup> Capacity fifteen Pounds - The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>t</sup> three times called to come into Court makes Default of appearance here, Wherefore it is considered by the Court that the s<sup>d</sup> Jon<sup>s</sup> Edwards in his Capacity afores<sup>d</sup> do recover ag<sup>t</sup> the said Joseph thirty Dollars & 12 Cents Damages & Costs of Suit taxed at 3 Dol<sup>s</sup> & 43 C<sup>t</sup> & thereof Exem<sup>t</sup> ip<sup>s</sup> Sep 10 1795

Price vs  
Squire

Sep 90 1795

Ezekiel Price Junior of Hadley in the County of Hampshire  
vs  
Thomas Squire of Belchertown in the County  
afores<sup>d</sup> Yuman Def<sup>t</sup> In a Plea of the Case for that said  
Thomas at s<sup>d</sup> Hadley on the 31<sup>st</sup> Day of Dec<sup>r</sup> in the year of  
our Lord 1794 by his Note under his hand of that date for  
value rec<sup>d</sup> promised said Ezek<sup>e</sup> to pay him the Sum of  
Nine Pounds 15<sup>s</sup> 9<sup>d</sup> on Demand with lawful Interest for  
the same till paid yet said Thomas tho<sup>t</sup> often thereto re  
quested hath never paid the same but wholly refuses  
to do To the Damages of the s<sup>d</sup> Ezek<sup>e</sup> Thirteen Pounds  
The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>t</sup> three times called to come  
into Court makes Default of appearance here. Where  
fore it is considered by the Court that the said Ezek<sup>e</sup> do  
recover ag<sup>t</sup> the said Thomas thirty odd Dol<sup>s</sup> & Eighty six C<sup>t</sup>  
Damages & Costs of Suit taxed at 3 Dol<sup>s</sup> & 62<sup>c</sup> & thereof Exem<sup>t</sup> ip<sup>s</sup> Sep 10 1795

Price vs  
Washburne  
Sep 91 1795

Ezekiel Price Junior of Hadley in the County of Hampshire  
vs  
Y<sup>r</sup> Hon<sup>rs</sup> Jacob Washburne and James Congdon both of Hadley  
afores<sup>d</sup> Yuman Def<sup>t</sup> In a Plea of the Case for that said Ezek<sup>e</sup>  
and Squire at s<sup>d</sup> Hadley on the 9<sup>th</sup> Day of Dec<sup>r</sup> last past  
by said Note under their hands of that date for value rec<sup>d</sup>  
promised said Ezek<sup>e</sup> to pay him the Sum of Nine Pounds

Lawful Money on Demand with Lawful Interest for the same till paid  
yet said Isaiah & Simeon the often times requested have never ~~paid~~ either  
of them paid the same but wholly refuse so to do. To the Damage  
of the said Ezekiel Thirteen Pounds. The Plf appears & the Deft ~~thru~~  
three times called to come into Court makes Default of appearance  
here Wherefore it is considered by the Court that the said Ezekiel do  
recover against the said Isaiah & Simeon twenty one Dol' Dam<sup>s</sup>  
and Costs of suit taxed at 3 Dol' 6<sup>p</sup> Cents & Merces &c

Ezekiel Price Junior of Hadley in said County of Hampshire  
Plf vs Gideon Parsons of Amherst in the said County Jun<sup>r</sup>  
Deft In a Plea of the Case for that said Gideon at said Hadley on  
the fourth Day of March last past by his Note under his hand of  
that date for value rec<sup>d</sup> promised said Ezekiel to pay him the  
sum of Four Pounds Eight Shillings and six pence Lawful  
Money on Demand with Lawful Interest for the same till paid  
yet said Gideon the often times requested hath never paid  
the same but wholly refuses so to do to the Damage of the  
said Ezekiel Eight Pounds. The Plf appears & the Deft  
thru three times called to come into Court makes Default of  
appearance here Wherefore it is considered by the Court  
that the said <sup>Ezekiel</sup> Price do recover ag<sup>t</sup> the said Gideon fourteen  
Dol' 22<sup>p</sup> Cents & Costs of suit taxed at 3 Dol' 4<sup>p</sup> 6<sup>p</sup> &  
Merces &c

Exon ip<sup>d</sup> Sep 10 1795

Price vs  
Parsons

Sep 92 1795

Samuel Cooke Yeoman Joseph Locke Yeoman & Moses Pike Th<sup>t</sup>  
Yeoman all of Hadley in the County of Hampshire Plfs vs John  
& Hall & Joseph Taylor both of Greenfield in D<sup>e</sup> County Shepher-  
ers Defts In a Plea of the Case for that said John & Joseph Taylor  
at sd Greenfield on the 24<sup>th</sup> Day of Dec<sup>r</sup> in the year of our Lord 1794  
by their Note under their hands of that date for value rec<sup>d</sup> by the  
name of Hall & Taylor promised said Samuel Joseph Locke & Moses  
Pike by the name of Samuel Cooke & Co to pay them the sum of  
Twenty Pounds & more by the first day of April then next with  
Lawful Interest for the same till paid yet said John & Joseph  
Taylor the often times requested have never either of them paid  
the same but wholly refuse so to do. To the Damage of the said  
Samuel Joseph Locke & Moses Pike sixteen Pounds. The Plf  
appear and the Deft thru three times called to come into Court  
make Default of appearance here Wherefore it is considered  
by the Court that the said Samuel Joseph Locke & Moses Pike do recover  
ag<sup>t</sup> the said Hall & Taylor thirty nine Dol' 23<sup>p</sup> Cents Dam<sup>s</sup> & Costs  
of suit taxed at 5 Dol' 7<sup>p</sup> 6<sup>p</sup> & Merces &c Exon ip<sup>d</sup> Sep 10 1795

Cooke & al vs  
Hall & al  
Sep 94 1795

Lyon vs  
Shaw  
Sep 99 1795  
Asaph Lyon of Pelham in the County of Hampshire  
Plf vs Ebenezer Shaw of New Salem in sd County Gent<sup>r</sup> Def<sup>t</sup>  
In a Plea of the Case for that the said Eben<sup>r</sup> at sd New Salem on  
the 23<sup>d</sup> Day of March last past by his Note under his Name  
of that date for value rec<sup>d</sup> promised the said Asaph to pay him  
or his Order the Sum of Four Pounds five Shillings & eleven pence  
in Lawful Money on Demand with Lawful Interest for the same  
until paid Yet the said Ebenezer tho<sup>t</sup> often requested hath  
never paid the same but neglected and refused to do so  
To the Damage of the said Asaph Ten Pounds The Plf ap  
pears & the Def<sup>t</sup> tho<sup>t</sup> three times called to come into Court makes  
Default of appearance here Wherefore it is considered by the  
Court that the said Asaph do recover ag<sup>t</sup> the sd Eben<sup>r</sup> four  
Pounds & 74 Cents Dam<sup>t</sup> & Costs of Suit taxed at 4s Dol<sup>r</sup>  
50 Cents & thereof 2c Exon<sup>r</sup> ip<sup>r</sup> Sep 15 1795

Gurtis vs  
Smith  
Sep 100 1795  
James Gurtis of New Salem in the County of Hampshire  
Yeoman Plf vs William Smith of New Salem of sd County Gent<sup>r</sup>  
Def<sup>t</sup> In a Plea of the Case for that the said William at sd  
New Salem on the first day of June Current was Indebted  
to the sd James in the Sum of Nineteen Pounds Nineteen Shillings  
& four pence in Lawful Money for the terms contained in the Schedule  
hereto annexed and thereon there in Consideration thereof  
promised the said James to pay him the same on Demand  
Yet the said William tho<sup>t</sup> often requested hath never performed  
his said promise but neglected & refused to do so To the Dam.  
of the said James Thirty Pounds The Plf appears & the Def<sup>t</sup>  
tho<sup>t</sup> three times called to come into Court makes Default of  
appearance here Wherefore it is considered by the Court  
that the said James do recover ag<sup>t</sup> the said William Smith  
Sixty six Dol<sup>r</sup> & fifty six Cents Dam<sup>t</sup> & Costs of Suit taxed  
at 4s Dol<sup>r</sup> 07 C<sup>t</sup> & thereof 2c Exon<sup>r</sup> ip<sup>r</sup> Sep 15 1795

Gay vs  
Chiles  
Sep 101 1795  
Elihu Gay of New Salem in the County of Hampshire  
Yeoman Plf vs Lebbeus Chiles of Conway in the County of sd  
Yeoman Def<sup>t</sup> In a Plea of the Case for that the said Lebbeus at  
Conway appeared on the 30<sup>th</sup> Day of Sept in the year past 1794  
in Thousand seven Hundred & Ninety three by his Note under  
his Name of that date promised the said Elihu to pay him  
the Sum of Six Pounds Eight Shillings & four  
pence in Lawful Money on Demand with Lawful Interest for  
the same until paid Yet the said Lebbeus tho<sup>t</sup> often requested

has never paid the same but neglects and refuses to do so To the  
 Damage of the said Eliphaz Twelve Pounds. The Plf appears &  
 the Deft. has three times called to come into Court makes Default  
 of appearance here. Wherefore it is considered by the Court that  
 the D<sup>r</sup> Eliphaz do recover ag<sup>t</sup> the said Lebbus twenty three Dollars  
 and Eighty nine Cents Damages and Costs of Suit taxed at 4 D<sup>s</sup>  
 90 C<sup>t</sup> & there of 2

Exon<sup>d</sup> Sep 15 1795

Page 21  
 Smith  
 Sep 105 1795

Timothy Page of New Salem in the County of Hampshire Esq<sup>r</sup> Plf  
 vs Job Smith of Shutesbury in the County afores<sup>d</sup> Yeoman Def<sup>t</sup> In a Plea  
 of the Case for that the said Job at said New Salem on the 24<sup>th</sup> Day of  
 Jan<sup>y</sup> last past by his Note under his hand of that date for value  
 promised one Samuel Cook to pay him or his Order the sum of fifty nine  
 Pounds Nine Shillings & six pence in lawful Money on demand  
 with lawful Interest for the same until paid & afterwards to act on  
 the same day and year aforesaid then at New Salem afores<sup>d</sup> the said  
 Samuel by his Endorsement in writing on the same note with  
 his own hand subscribed ordered the contents then wholly due &  
 unpaid to be p<sup>d</sup> to the said Timothy for value rec<sup>d</sup> whereof the said  
 Job then & there had notice and thereby became chargeable in Law  
 to pay the same contents to the said Timothy according to the tenor  
 of the D<sup>r</sup> Note and of the endorsement aforesaid then & there in con-  
 sideration thereof the said Job promised the said Timothy to pay him  
 the same accordingly Yet the said Job has often requested that the sum  
 paid the same but neglects & refuses to do so To the Dam<sup>t</sup>  
 of the said Timothy Seventy Pounds. The Plf appears & the Deft  
 has three times called to come into Court makes Default of appear-  
 ance here Wherefore it is considered by the Court that the said  
 Page do recover against the said Smith two Hundred five D<sup>s</sup>  
 Sixty four Cents Damages & Costs of Suit taxed at 6 D<sup>s</sup> 30 C<sup>t</sup>  
 & there of 2

Exon<sup>d</sup> Sep 15 1795

Mather vs  
 Edwards  
 Sep 100 1795

Samuel Mather of Westfield in the County of Hampshire Esq<sup>r</sup> Plf  
 vs Solomon Edwards of Northampton in the County afores<sup>d</sup> Yeoman Def<sup>t</sup>  
 In a Plea of trespass on the Case for that the said Solomon at  
 Westfield afores<sup>d</sup> on the Eleventh Day of Sept<sup>r</sup> in the year of our Lord  
 1793 by his Note in writing under his hand of that date for value  
 rec<sup>d</sup> promised the Plf to pay him or Order the sum of Twelve Pounds  
 Lawful money within twelve months with Interest till paid Yet  
 the said Solomon has often requested that the same be paid the contents  
 of said Note but unjustly neglects it To the Damage of the said  
 Samuel twenty Pounds The Plf appears & the Deft has three  
 times called to come into Court makes Default of appearance  
 here. Wherefore it is considered by the Court that the said Samuel

do recover ag<sup>t</sup> the said Solomon Forty four Dollars & Eighty Cents  
Damages & costs of Suit taxed at 4 Dols 30<sup>c</sup> Cents & thereof 5<sup>c</sup>,  
Exec<sup>n</sup> ip<sup>o</sup> Sep 14 1795

Hunt vs  
Hollcomb & al  
Sep 10 1795

Benajah Hunt of Suffield in the County of Hartford & State of  
Connecticut Yeoman Pl<sup>y</sup> vs Asahel Hollcomb & Joel Forbes  
Mer<sup>ts</sup> both of Montgomery in the County of Hampshire Yeomen  
Def<sup>s</sup> In a Plea of Trespass the Case for that the said Asahel & Joel  
Forbes at Suffield aforesaid to wit a Northampton aforesaid on the  
first Day of July in the Year of our Lord One thousand Seven  
hundred & thirty three by their Note in writing under their  
hands of that date for value rec<sup>d</sup> promised the Pl<sup>y</sup> jointly &  
severally to pay him five Pounds 12<sup>sh</sup> & 6<sup>d</sup> with the Lawful Interest  
by the first of April then next yet the said Asahel & Joel Forbes  
tho' often requested have never either of them p<sup>d</sup> the Contents  
of said Note but unjustly neglect it To the Damage of the said  
Benajah twelve Pounds The Pl<sup>y</sup> appears & the Def<sup>s</sup> the three  
times called to come into Court make Defaults of appearance  
here Wherefore it is considered by the Court that the said  
Benajah do recover ag<sup>t</sup> the said Asahel & Joel twenty one  
Dollars & sixty four Cents Damages & costs of Suit taxed at  
5 Dols 34<sup>c</sup> & thereof 5<sup>c</sup> Exec<sup>n</sup> ip<sup>o</sup> Sep 14 1795

String vs  
Hubbard  
Sep 14 1795

Nehemiah String of New Milford in the County of Litchfield  
and State of Connecticut Gent<sup>l</sup> Pl<sup>y</sup> vs Stephen Hubbard of  
Amherst aforesaid in the County of Hampshire Blacksmith Def<sup>s</sup>  
In a Plea of the Case for that the said Stephen at said Amherst on  
the 10<sup>th</sup> day of April in the Year of our Lord 1793 by his then wife  
in her hand & that date for value rec<sup>d</sup> promised the said Nehemiah  
to pay him the sum of Ten Pounds & more before the first  
day of July in the Year of our Lord 1794 with interest for the  
same but he paid nothing for that the said Stephen at Amherst  
on the 10<sup>th</sup> Day of April in the Year of our Lord 1793 by his  
Note under her hand of that Date for value rec<sup>d</sup> promised  
the said Nehemiah to pay him the sum of £ 20, lawful M<sup>o</sup>  
or before the first day of July in the Year of our Lord 1795  
with Lawful Interest to the same till paid yet the said Stephen  
tho' often requested hath never performed either of said Promises  
but neglects and refuses to do so To the Damage of the said  
Nehemiah Fifty Pounds The Pl<sup>y</sup> appears & the Def<sup>s</sup> the three  
times called to come into Court make Defaults of appearance

here - Wherefore it is considered by the Court that the said Strong  
do recover ag<sup>t</sup> the said Hubbard One hundred fourteen £<sup>00</sup> & twenty  
five Cents Damages & Costs of Suit taxed at 4 £<sup>00</sup> & 25 <sup>Cts</sup> & thereupon

Exon ip<sup>o</sup> Sep 10 1795

Simon Strong of Amherst in the County of Hampshire Esquire <sup>Strong vs</sup>  
vs Thomas Smith of Sudbury in S<sup>c</sup> County Yeoman <sup>Smith</sup>  
Def<sup>t</sup> In a Plea of the Case for that the said Thomas at said Amherst on the second day  
of Decem<sup>r</sup> in the year of our Lord 1793 by his Note under his hand  
of that date for value rec<sup>d</sup> promised the said Simon to pay him  
or his Order the sum of four Pounds Nine Shillings & four pence  
& more in demand with lawful Interest for the same till paid & the<sup>o</sup>  
Simon avers that the same note hath not been transferred to  
any person yet the said Thomas tho<sup>o</sup> often requested hath never p<sup>d</sup>  
the same or any p<sup>t</sup> thereof but neglects it To the Damage of the  
said Simon twelve Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>o</sup> three  
times called to come into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said Simon do re  
cover ag<sup>t</sup> the<sup>o</sup> Thomas sixteen Dollars & <sup>twenty</sup> sixteen Cents Damages  
and Costs of Suit taxed at 3 £<sup>00</sup> & 25 <sup>Cts</sup> & thereupon

Exon ip<sup>o</sup> Sep 10 1795

Gideon Dickinson of Amherst in the County of Hampshire Yeoman <sup>Dickinson</sup>  
Pl<sup>y</sup> vs Firmin Woods of Northampton in S<sup>c</sup> County Bricklayer <sup>Woods</sup>  
Def<sup>t</sup> In a Plea of the Case for that the said Firmin at Northampton  
on the 12<sup>th</sup> Day of July in the year of our Lord 1794 by his Note of  
that date for value rec<sup>d</sup> promised the said Gideon to pay him the  
sum of ten Pounds Lawful by the first Day of May then next  
with lawful Interest after that time for the same till paid yet  
the<sup>o</sup> Firmin tho<sup>o</sup> often requested hath never paid the same or any  
part thereof but neglects & refuses to do it To the Damage of the<sup>o</sup>  
Gideon fourteen Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho<sup>o</sup> three  
times called to come into Court makes Def<sup>t</sup> of appearance here  
Wherefore it is considered by the Court that the said Gideon  
do recover ag<sup>t</sup> the<sup>o</sup> Firmin Seventeen £<sup>00</sup> & three Cents  
Damages & Costs of Suit taxed at 3 £<sup>00</sup> & 31 <sup>Cts</sup> & thereupon

Exon ip<sup>o</sup> Sept 10<sup>th</sup> 1795

Lebina Montague of Amherst in the County of Hampshire Gent<sup>l</sup> <sup>Montague vs</sup>  
Pl<sup>y</sup> vs Firmin Woods of Northampton in S<sup>c</sup> County Bricklayer <sup>Woods</sup>  
Def<sup>t</sup> In a Plea of the Case for that the said Firmin at said North  
ampton on the fourth Day of April in the year of our Lord 1795 by  
his Note under his hand of that date for value rec<sup>d</sup> promised one  
Gideon Dickinson to pay him or his Order the sum of £5.10.6  
in demand with lawful Interest for the same until p<sup>d</sup> & afterwards  
to wit on the fifth Day of April last past at Amherst as per said the

same given by his endorsement in writing on the same Note with his own hand subscribed ordered the contents of the same Note then wholly due & unpaid to be paid to the said Debina for value received. Whereof the said Firmian then & there had notice and thereby became chargeable in Law to pay the same contents to the said Debina according to the Tenor of said Note and of the said endorsement. Whereupon then & there in consideration thereof promised the said Debina to pay him the same accordingly. Yet the said Firmian who often requested hath never paid the same but neglected it to the Damage of the said Debina twelve Pounds. The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come into Court makes Def<sup>t</sup> of appearance here. Wherefore it is considered by the Court that the said Debina do recover ag<sup>t</sup> the said Firmian twenty Pounds & twenty four Cents Damages and Costs of Suit taxed at 3 Pounds 47 Cents & thereof do

Exec<sup>u</sup> ip<sup>s</sup> Sep 10 1795

Wales vs  
Lymman  
Sep 124 1795

James Wales of Norwich in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs Oliver Lymman of Norwich Gent<sup>l</sup> Def<sup>t</sup> In a Plea of Trespass on the Case for that the said Oliver at said ~~Norwich~~ Norwich on the 11<sup>th</sup> Day of April last past by his Note in writing under his hand of that date for value received promised the Pl<sup>y</sup> to pay him or order the sum of Eleven Pounds five shillings Lawful money on Demand with Interest till paid. Yet the said Oliver who often requested hath never paid the contents of said Note nor any part thereof but unjustly neglected it to the Damage of the said James twenty Pounds. The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said James do recover ag<sup>t</sup> the said Oliver thirty nine Pounds & ninety three Cents Damages & Costs of Suit taxed at Pounds 7, 63 & thereof do

Exec<sup>u</sup> ip<sup>s</sup> Sep 10 1795

Wales vs  
Lymman  
Sep 125 1795

James Wales of Norwich in the County of Hampshire Yeoman  
Pl<sup>y</sup> vs Gad Lymman of Norwich ap<sup>r</sup>ed Yeoman Def<sup>t</sup> In a Plea of Trespass on the Case for that the said Gad at Norwich on the ninth day of July last past by his Note in writing under his hand of that date for value received promised the Pl<sup>y</sup> to pay him or his Order the sum of ten Pounds five shillings & nine pence & 1/2d on Demand with Interest. Yet the said Gad who often re

quested hath never paid the Contents of said Note but unjustly neglected it to the Damage of the said James twenty Pounds. The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said James do recover against the said Gad thirty five Dollars & 49 Cents Damages & Costs of Suit taxed at 20<sup>s</sup> 7, 42 & there of 2<sup>s</sup>

Execu<sup>d</sup> Sep 10<sup>th</sup> 1795

Henry Champion & Sir Theodore Lord & Ebenezer Lord all of Colchester in the County of New London & State of Connecticut & Henry Denning of Westfield in the County of Hartford & State of Connecticut Merchants Pl<sup>y</sup> vs David Hoadley of Westfield in the County of Hampshire Yeoman Def<sup>t</sup> In a Plea of Trespass on the Case for that the sd David at sd Westfield on the 11<sup>th</sup> Day of Decem<sup>r</sup> last past by his Note in writing under his hand of that date for value rec<sup>d</sup> promised the Pl<sup>y</sup>s under the names of Champion Lords & Denning to pay them or order the sum of six Pounds five shillings & six pence & 1<sup>mo</sup> on Demand with Interest for the same until paid yet the said David tho<sup>o</sup> often requested hath never paid the Contents of sd Note or any part thereof but unjustly neglected it to the Damage of the said Henry Theodore Ebenezer & Denning ten Pounds. The Pl<sup>y</sup>s appear & the Def<sup>t</sup> the three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the Pl<sup>y</sup>s do recover ag<sup>t</sup> the sd David twenty seven Dollars & eighty nine C<sup>ts</sup> Damages & Costs of Suit taxed at 5<sup>s</sup> 10 C<sup>ts</sup> & there of 2<sup>s</sup>

Champion & al<sup>l</sup>  
11  
Hoadley  
Sep 129 1795

Ezra Cap of Westfield in the County of Hampshire Gent<sup>l</sup> Pl<sup>y</sup> vs Moses Phelps of Russell in County of Yaman Def<sup>t</sup> In a Plea of Trespass on the Case for that the sd Moses at sd Westfield on the Ninth Day of March last past by his Note in writing under his hand of that date for value rec<sup>d</sup> promised the Pl<sup>y</sup> to pay him or his Order four Pounds fourteen shillings & six pence equal in value to fifteen Dollars & twenty five Cents on Demand with use meaning Lawful Interest therefor until paid yet the said Moses tho<sup>o</sup> often requested hath never paid the Contents of sd Note or any p<sup>t</sup> thereof but unjustly neglected it to the Damage of the said Ezra thirty Dollars. The Pl<sup>y</sup> appears and the Def<sup>t</sup> the three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Ezra do recover against the sd Moses sixteen Dollars & twenty four Cents Damages and Costs of Suit taxed at 20<sup>s</sup> 4, 01 & there of 2<sup>s</sup>

Execu<sup>d</sup> Sep 10 1795

Elias Burs of New Haven in the County of New Haven & State of Connecticut Merchant Pl<sup>y</sup> vs Benjamin Rising the 3<sup>d</sup> of Southwick in the County of Hampshire Yeoman & Constable

E Cap vs  
Phelps  
Sep 131 1795

Burs vs  
Rising 3<sup>d</sup>  
Sep 135 1795

of the same Town of Southwrick I Off In a Plea of respass on the  
 Case for that whereas on the 3<sup>d</sup> Tuesday of Juny last past at  
 Northampton aforesaid before our Justices your Court of Common  
 Pleas then & there the <sup>d</sup> Elias Bane recovered Judgment by the  
 consideration of the said Justices against one William Fowler of Southwrick  
 within said County Gentleman for the sum of ten Pounds Law  
 full Money Damages & two pounds seven shillings & one penny  
 Costs of Suit as by the Record thereof remaining fully appears  
 and afterwards to wit on the twenty eighth Day of Juny in  
 the year of our Lord 1795 the <sup>d</sup> Elias at Northampton issued out  
 of the Clerks Office of the same Court a Writ of Execution on the  
 Judgment directed to the Sheriff of the <sup>d</sup> County of Hampshire or his  
 Deputy or Constables of the Town of Southwrick in <sup>d</sup> County & return  
 able to the next Court of Common Pleas Holden at Northamp  
 ton aforesaid on the Thursday of May last past & afterwards  
 to wit on the 10<sup>th</sup> Day of March last past at Southwrick aforesaid  
 appeared the said Elias delivered the same writ of Execution the said  
 sums being then unsatisfied to the <sup>d</sup> Rising then & ever since  
 a Constable of the same Southwrick to be by him duly executed  
 and returned according to the Precept thereof yet the <sup>d</sup> Rising  
 not regarding the duties of his <sup>d</sup> Office did not make return  
 of the same writ of Execution on the Day of the return thereof  
 nor hath the <sup>d</sup> Rising at any time since made his return on  
 the same writ or certified thereon his Doings by virtue thereof  
 but hath wholly neglected so to do whereby the said Elias hath  
 wholly lost the Benefit of <sup>d</sup> Execution & the Cost of <sup>d</sup> Writ of Execution which  
 is one shilling To the Damage of the <sup>d</sup> Elias forty Dollars  
 The <sup>d</sup> Oly appears & the <sup>d</sup> Def<sup>t</sup> has three times called to come into  
 Court makes Default of appearance here wherefore it is  
 considered by the Court that the <sup>d</sup> Elias do recover against the  
 Rising twenty eight Dollars & two Cents Dam<sup>s</sup> & Costs of Suit  
 taxed at £ 20<sup>s</sup> 60 Cents & thereof &c

Exec<sup>d</sup> Sep 10 1795

Phelps vs  
 Lafflin Jun  
 Sep 13 1795

Solomon Phelps of Westfield in the County of Hampshire  
 and Oly vs Matthew Lafflin Jun of Southwrick in <sup>d</sup> County your  
 Court In a Plea that the said Matthew render to him the said  
 Solomon the sum of eight Pounds three shillings & one penny  
 Lawful Money which to him he owes & from him unjustly de  
 claim to this to wit that whereas the said Matthew at Westfield  
 on the 10<sup>th</sup> Day of August in the year of our Lord 1794 before Justice  
 Stephen Esq<sup>r</sup> the undersigned Justice of the Peace for <sup>d</sup> County  
 acknowledged in the presence of my self & under the hands  
 and seal of the <sup>d</sup> Matthew that he the said Matthew owed unto

The said Solomon the sum of Eight Pounds one Shilling & seven pence Lawful Money to be paid to the said Solomon on the 10<sup>th</sup> Day of August in the year of our Lord 1794. & the said Matthew by the said Recognizance then and there entered into as aforesaid before said Justice did will & grant that if he should fail of the payment of the Debt aforesaid by the said 10<sup>th</sup> Day of August that the same should be levied of his Goods & Chattels, Lands and Tenements & in want thereof of his Body as by the Record before the same Justice remaining appears which recognizance is yet in full force wholly unsatisfied unreversed & unrep<sup>d</sup> for altho' the said Solomon hath sued out a Writ of Exce<sup>m</sup> in said Judge yet the same hath long since been returned wholly unsatisfied whereby action hath accrued to the Pl<sup>y</sup> to have demand & recover of the said Matthew the same sum the Interest & one Shilling & seven pence for said Writ of Exce<sup>m</sup> yet the said Matthew tho' often requested hath not paid said sums or any pt thereof but unjustly neglects so to do. To the Dam<sup>s</sup> of the said Solomon Fifty Dollars The Pl<sup>y</sup> appears & the Def<sup>t</sup> the Jurisdiction is called to come in to Court makes Default of appearance here Wherefore it is considered by the Court that the said Solomon do recover against the said Matthew twenty eight Dollars & eighty one Cents Dam<sup>s</sup> & Costs of Suit taxed at 6 Dollars 12 Cents & thereof de

Essex ss<sup>d</sup> Sep 10 1795

Phelps vs  
Fowler Jr  
Sep 13<sup>th</sup> 1795

Solomon Phelps of Westfield in the County of Hampshire Merchant Pl<sup>y</sup> vs Silas Fowler Jun<sup>r</sup> of Southwick in the County aforesaid Yeoman Def<sup>t</sup> In A Plea that the said Silas render to him the said Solomon the sum of Five Pounds 5<sup>00</sup> & 10<sup>00</sup> which to him he owes & from him unjustly detains for this to wit that whereas the said Silas on the 15<sup>th</sup> Day of Aug<sup>r</sup> in the year of our Lord 1794 at Westfield aforesaid before Joseph Lyman Esq<sup>r</sup> then & ever since a Justice of the Peace for said County acknowledged in the form prescribed by Law under the hand & seal of the said Silas that he the said Silas owed unto the said Solomon the sum of Five Pounds, five shillings & eleven pence & 10<sup>00</sup> to be pd to the said Solomon on the 10<sup>th</sup> Day of the same August & the said Silas by the said Recognizance then & there entered into as aforesaid before said Justice did will & grant that if he should fail of the payment of the Debt aforesaid by the said 10<sup>th</sup> Day of August aforesaid that the same should be levied of his Goods & Chattels Lands & Tenements & in want thereof of his Body as by the Record before the same Justice remaining appears which Recognizance is yet in full force wholly unsatisfied unreversed and unrep<sup>d</sup> for altho' the said Solomon hath sued out a Writ of Exce<sup>m</sup> in said Recognizance yet the same hath long since been returned wholly unsatisfied whereby action hath accrued to the Pl<sup>y</sup> to demand and recover of the said Matthew the same sum and the Interest and one Shilling and seven pence the

Cost of said Writ of Exon<sup>r</sup> yet the 3<sup>d</sup> Silas who often requested  
hath never paid said sum or any part thereof but unjustly neg-  
lects and refuses so to do — To the Damage of the said Solomon  
Thirty Dollars The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times called  
to come into Court makes Defaults of appearance where  
Wherefore it is considered by the Court that the said Solomon do re-  
cover against the said Silas Sum<sup>r</sup> Eighteen Dollars & Ninety  
six Cents & ~~three~~ Costs of Suit taxed at Dollars 5, 96 &  
More of &c

Exon<sup>r</sup> if Sep 10 1795

Bulkley vs  
Sweet & ag<sup>t</sup>  
Sep 14 9 1795

Israel Bulkley of Sheffield in the County of Berkshire Pl<sup>y</sup> vs  
Joshua Sweet of Deerfield in the County of Hampshire Yeoman  
Def<sup>t</sup> In a Plea of the Case sh<sup>t</sup> that whereas the said Sweet at Deer-  
field aforesaid on the 23<sup>d</sup> Day of December in the year of our Lord  
1791 by his note under his hand of that date for value rec<sup>d</sup> from  
and the said Israel to pay him the Sum of Thirty five Pounds  
twelve Shillings & six pence & mo on demand with Interest  
yet he hath never paid the said sum requested but neglects it to  
the Damage of the said Bulkley the Sum of Sixty Pounds  
& whereas the said Bulkley saith that the said Joshua has not  
in his own hands & possession Goods & Estate to the value  
of Sixty Pounds aforesaid which can be come at to be attached  
but has intrusted to & deposited in the hands & Possession  
of Jonathan Chapman & Joseph Sweet both of Deerfield aforesaid  
Yeomen Trustees of the said Joshua Sweet Goods & Effects &  
Credits to the said value We command you therefore that you  
summon the said Jonathan & Joseph if they may be found in  
your precincts to appear before our Justices of our Court  
to be holden as aforesaid to show cause if any they have  
why Exon<sup>r</sup> to be issued upon said Judg<sup>t</sup> as the said Bulkley  
may recover against the said Joshua Sweet in this action (if  
any) should not have against his Goods Effects & Credits in  
the hands & possession of them the said Jonathan & Joseph  
And have them this Writ &c The Pl<sup>y</sup> appears & the said  
Joseph Sweet & Jonathan Chapman come into Court and an-  
sworn as the Statute directs Testify that at the time of the  
Service of the Writ upon them they had none of the Goods  
Effects or Credits of Joshua Sweet in your their hands  
They then do pray Judg<sup>t</sup> for their Costs — Wherefore it is consid-  
ered by the Court that the said Joseph & Jonathan do recover ag<sup>t</sup>  
the said Bulkley their Costs including this Suit taxed

2 Dollars each & 2 Merit of d

215

Exon ip<sup>d</sup> Sept 14 1795

Exon ip<sup>d</sup> Sept 14 1795

Michael Stevens of Newland in the County of Hampshire Yeoman Pl<sup>y</sup> vs Ebenezer Sweet of Dorfield in said County Yeoman Deft. In a Plea of the Case for that whereas the said Ebenezer at said Dorfield on the 16<sup>th</sup> Day of Jan<sup>y</sup> in the year of our Lord 1793 by his note under his hand of that date for value rec<sup>d</sup> promised the said Abel to pay him or his Order fourteen Pounds 15/11 2<sup>d</sup> the on demand with Interest yet the said Ebenezer has never performed paid the same tho' often requested but neglects it To the Damage of the said Abel Twenty Pounds The Pl<sup>y</sup> appears & the Deft<sup>tho</sup> three times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Abel do recover ag<sup>t</sup> the said Ebenezer Fifty seven Sh<sup>l</sup> 2 twelve 2 half Cents Damages & Costs of Suit taxed at 5 Sh<sup>l</sup> 40<sup>h</sup> 2<sup>d</sup> & Merit of d

Stevens vs

Sweet

Sept 14 1795

Exon ip<sup>d</sup> Sept 12 1795

George Walton, Taylor, Jabez Thellogg Yeoman Jacob Barrows Gent. vs John Walton Taylor & Joseph Lee Whalerwright all of Hanover in the County of Grafton & State of New Hampshire Pl<sup>y</sup> vs Phinchar Amis lat<sup>o</sup> of Hanover as<sup>d</sup> now of Leventt in the County of Hampshire Deft. In a Plea that whereas the said Phinchar on the eleventh Day of July in the year of our Lord 1793 at Hanover viz at Northampton as<sup>d</sup> by his certain writing Obligatory under his hand & Seal of that date and now ready in Court to be produced acknowledged himself to be held and firmly Bound unto the said George Jabez Jacob John & Joseph in the said Sum of Fifty Pounds to be paid to the said George Jabez Jacob John & Joseph or his managing their certainl<sup>y</sup> Ex<sup>co</sup> Adm<sup>r</sup> or Assigns wherein should be afterwards shown to require yet the said Phinchar altho' often requested to pay the same has never paid the said Fifty Pounds or any part thereof but rather has and still does neglect & refuse so to do. To the Damage of the Pl<sup>y</sup>s twenty Pounds The Pl<sup>y</sup>s appear & the Deft<sup>tho</sup> three times called to come into Court makes Default of appearance. Wherefore it is considered by the Court that the Pl<sup>y</sup>s do recover against the said Phinchar five Dollars Debt & Costs of Suit taxed at 5 Sh<sup>l</sup> 26<sup>h</sup> 2<sup>d</sup> & Merit of d

Walton & al vs

Amis

Sept 14 1795

Exon ip<sup>d</sup> Sept 12 1795

Smith vs  
Booth  
Sep 15<sup>th</sup> 1795

Samuel Smith of Heath in the County of Hampshire Tradesman  
vs Stephen Booth of Heath in the County aforesd Yeoman Deft  
In a Plea of the Case for that whereas the sd Stephen at Gurnfield  
aforesd on the Tenth Day of July in the Year of our Lord One Thousand  
Seven hundred and Ninety four by his Note under his Hand of that  
Date for value recd promised the Plt to pay him or Order the sum  
of Five Pounds eleven shillings & four pence by the first day  
of September then next with Interest Also for that the sd Stephen  
afterwards at Heath aforesd viz on the 10<sup>th</sup> Day of December last  
past by his other Note under his Hand of that date for value  
recd promised the said Samuel to pay him or Order One  
Pound sixteen shillings by the 15<sup>th</sup> Day of May then next  
with Interest Yet the said Stephen has never performed either  
of his promises aforesd tho often requested but neglects it  
To the Damage of the said Samuel Fifteen Pounds

The Plt appears and the Deft thr thr times called to come into  
Court makes Default of appearance here. Wherefore  
it is considered by the Court that the said Sam<sup>r</sup> do recover  
against the said Stephen twenty six Dollars & Fifty eight  
& half Cents Damages & Costs of Suit taxed at 2<sup>d</sup> 0<sup>c</sup> 4  
& there of 2<sup>d</sup> 7

Excess up Sep 12<sup>th</sup> 1795

Powers vs  
Shaw  
Sep 15<sup>th</sup> 1795

John Powers of Goshen in the County of Hampshire Yeoman  
Plt vs Josiah Shaw of Gummington in said County Yeoman  
Deft In a Plea of the Case for that the said Josiah at Goshen  
aforesd on the 3<sup>d</sup> day of July in the Year of our Lord 1794  
by his Note under his Hand of that date for value recd prom  
ised the Plt to pay him or Order the sum of Six Pounds  
twelve shillings Cash meaning Lawfull m<sup>o</sup> by the  
first day of July then next following with Interest which  
Time has elapsed yet the sd Josiah tho often requested the  
same sum and Interest has not paid but neglects it  
To the Damage of the said John twelve Pounds The Plt  
appears & the Deft thr thr times called to come into Court  
makes Default of appearance here. Wherefore it is  
considered by the Court that the said John do recover of  
the said Josiah twenty three £<sup>l</sup> & fifty & Cents Damages  
and Costs of Suit taxed at 2<sup>d</sup> 4<sup>c</sup> 6<sup>c</sup> & there of 2<sup>d</sup> 7

Excess up Sep 12<sup>th</sup> 1795

Windsor  
Syer  
Sep 15<sup>th</sup> 1795

Wincham Ward of Buckland in the County of Hampshire Yeoman  
Plt vs Thomas Syer of Wotton in said County Yeoman Deft  
In a Plea of the Case for that the said Thomas at Buckland aforesd  
on the 10<sup>th</sup> Day of December in the Year of our Lord 1793

by his Note under his hand of that Date for value received promised  
 the Pl to pay & deliver him or his Order four Pounds Lawful money  
 of most Stock by the first day of October then next delivered out  
 the then dwelling House of Stephen Warner in Buckland man-  
 ing Buckland aforesaid with an (meaning) Interest which  
 Time has elapsed and the Plavers that have always ready  
 at the Time and Place aforesaid to receive the said Stock according  
 to the Tenour of said Note yet the said Money the often requested  
 has never delivered the said Stock nor paid the same Sum &  
 Interest in money but neglects it To the Damage of the said  
 Plaintiff eight Pounds The Pl appears & the Deft the three  
 times called to come into Court makes Default of appearance  
 here Wherefore it is considered by the Court that Plaintiff do  
 recover against the said Tyler Trustees Debt of Seventy four  
 Cents Damages & Costs of Suit taxed at Del' 4, 49 Shrope,

Executed Sep 12<sup>th</sup> 1795

Thomas Bowker of Wharfedale in the County of Hampshire  
 yeoman Plvs Thomas Will of Wiltshire in S County Yeoman  
 on Deft In a Plea of the Case for that the said Thomas at North-  
 ampton aforesaid on the 17<sup>th</sup> Day of Decem<sup>r</sup> last past by his Note  
 under his hand of that date for value received promised the Pl  
 to pay him or his Order five Pounds six Shillings & eight pence  
 & the meaning Lawful and the Interest in one Month from  
 the Date (meaning the Date of the Note) which Time has e-  
 lapsed yet the said Thomas the often requested the same Sum  
 and Interest has not paid but neglects it To the Damage of  
 the said Thomas Ten Pounds The Pl appears & the Deft the  
 three times called to come into Court makes Default of ap-  
 pearance here Wherefore it is considered by the Court  
 that the said Thomas do recover against the said Thomas  
 Eighty two Dollars & 34 Cents Damages & Costs of Suit taxed at  
 Del' 4, 05 Shrope

Executed Sep 12<sup>th</sup> 1795

Mrs. M. Schmon of Warwick in the County of Hampshire  
 wright Plvs Isaac Pullerton of Wiltshire in the County of  
 Bristol & Gloucester his Gent<sup>l</sup> on Deft In a Plea of the Case  
 for that the said Isaac at Bathon in Wilt<sup>sh</sup> on the 27<sup>th</sup> Day of Jan<sup>r</sup> in the year of our Lord 1794 by his Note  
 under his hand of that date for value received promised the Pl to  
 pay him or his Order the Sum of £1, 15, 11 in Lawful money  
 Lawful title paid yet the said Isaac the often requested the same  
 and Interest has not paid but neglects it To the Damage of the  
 said Mrs. Schmon Twenty five Pounds The Pl appears & the Deft  
 the three times called to come into Court makes Default of ap-  
 pearance here Wherefore it is considered by the Court that the

Bowker vs  
 Will  
 Sep 15<sup>th</sup> 1795

Schmon vs  
 Pullerton  
 Sep 17<sup>th</sup> 1795

Sharon do recover against the said Isaac Fuller Sum Thirty  
Eight & three & thirty nine Cents Damages & Costs of Suit  
at Dol<sup>r</sup> 5, 32 & therefore Exce<sup>r</sup> ip<sup>s</sup> Sep 10 1795

Leavitt vs  
Shadwell & al  
Sep 16 2) 1795  
Shadwell Leavitt of Suffolk in the County of Hartford in  
the State of Connecticut Esquire Pl<sup>y</sup> vs Isaac Smith  
husbandman & Joel Smith husbandman both of South  
wick in the County of Hampshire Deft<sup>s</sup> In a Plea of  
the Case for that Whereas the said Isaac & Joel at Suffolk  
to wit at Northampton aforesaid on the 15<sup>th</sup> Day of May  
in the year of our Lord 1794 by their promissory Note in  
writing under their hands of that date for value rec<sup>d</sup>  
promised the said Shadwell to pay him in six Months  
from the date of said Note £23. 12. 6 & 1<sup>mo</sup> with lawful  
Interest for the same till paid & Yet tho<sup>e</sup> often requested  
have never paid the same but neglect & refuse so to do  
To the Damage of the said Shadwell Thirty Pounds &  
And now the Pl<sup>y</sup> appears & the Deft<sup>s</sup> tho<sup>e</sup> three times called  
to come into Court make Default of Appearance here  
Wherefore it is considered by the Court that the said  
Shad<sup>d</sup> do recover ag<sup>t</sup> the said Isaac & Joel Eighty one  
Dollars & sixty seven Cents Damages & Costs of Suit  
at Dol<sup>r</sup> 5, 90 & therefore Exce<sup>r</sup> ip<sup>s</sup> Sept 26 1795

Phillips vs  
Tillotson & al  
Sep 16 3 1793  
William Phillips of Boston in the County of Suffolk Esq<sup>r</sup>  
Pl<sup>y</sup> vs Jonathan Tillotson yeoman & Jonathan Will<sup>l</sup> turn  
yeoman both of Granville in said County of Hamp  
shire Deft<sup>s</sup> In a Plea of Debt for that Whereas the  
William before the Justice of the Court of Common  
Pleas holden at Northampton within & for our said  
County of Hampshire on the 3<sup>d</sup> Tuesday of May in the  
year of our Lord 1792 by the Consideration of our said  
Justice received Indgt<sup>s</sup> ag<sup>t</sup> the said Jonathan & Jonathan  
Tillotson Sum for the sum of thirty nine Pounds  
twelve Shillings & six pence & 1<sup>mo</sup> Damages & two  
Pounds fourteen Shillings & seven pence like money  
for his Costs and charges by him about his suit in  
that behalf engaged & being they are unsworn as by  
affidavit bearing before our said Court remaining man  
ifestly appears which Indgt<sup>s</sup> yet remains in full force and

reversed annulled discharged & paid or satisfied & the said Exors  
of the Price of four Shillings have been duly paid in the same  
Judgt yet the return Day of the whole of them hath long been past  
& the same Exors have returned wholly unsatisfied whereupon  
he hath moved to the Pl to have and recover the whole of the  
same as of the said Jonathan & Jonathan Durr, yet the other  
parties requested the said Exors & Jonathan Durr or either of them have  
never paid any part thereof but unjustly deny and refuse to  
do so to the Damage of the said Wm Sixty Pounds. The Pl  
appears & the Defts the three times called to come into Court on the  
Defect of appearance here. Wherefore it is considered by the  
Court that the said William do recover against the said  
Jonathan & Jonathan Durr One hundred & Sixty <sup>two</sup> Dollars & sixty  
seven Cents Damages & Costs of Suit taxed at Decr 9, 37 &  
Merced.

Exors in Sept 12 1795

John Allen of Windham in the County of Windham in the State of Connecticut Yeoman Pl vs Jonathan Bidlake  
of Chester in the County of Hampshire Yeoman Deft In a  
Pla of the Case for that whereas the said Jonathan at Wind-  
ham do with at Northampton aforesaid on the second Day  
of June in the Year of our Lord One Thousand seven hundred  
and eighty eight by his promissory note of that Date for  
valued promised the Pl to pay him Seven Pounds eight  
Shillings lawful ~~the~~ on Demand with lawful Interest  
for the same till paid yet the said often requested ~~the~~ the  
said Jonathan hath never paid the same or any part thereof  
to the Pl but hath neglected & still doth unjust-  
ly neglect so to do to the Damage of the said John Twelve  
Pounds. The Pl appears by Samuel Smith Esq his  
Atty and the Deft by John Phelps Junr his Atty comes to  
deny the force & Injury when done & for the said sum never  
promised the Pl in manner and Form as the Pl in his  
Declaration against him hath alleged & thereof puts himself  
on the Country & the said John Lihwitt vs. Whereupon  
a Jury at this Time <sup>returned & impannelled</sup> being sworn to try the Issue declare  
upon their Oath that the Deft did promise in manner &  
form as set forth in the Declaration & aforesaid Damages at  
Thirty three Dollars & 96 Cents. Wherefore it is con-  
sidered by the Court that the said John do recover against  
the said Jonathan thirty three Dollars & ninety six Cents Dam-  
ages & Costs of Suit taxed at Decr 13, 90 & 4. Whereupon  
the said Jonathan by his Atty aforesaid appeals from the Judgmt

of this Court to the Supreme Judicial Court at the Request  
to be held at Northampton with a Jury for the County of  
Hampshire agreed on the fourth Tuesday of Sept Inst &  
he Recognizes with Sureties as the Law Directs for & Mattam  
promoting the same with effect & as by said Recogni-  
Zance on file does appear &c.

Leavitt vs David  
Sept 16 1795  
Madam Leavitt of Suffolk in the County of Hampshire  
Plaintiff in the State of Connecticut Esquire vs David  
Child of Conway in said the County of Hampshire husband  
now deft In a Plea of Trespass in the Case of that the  
whereas the said David at Suffolk to wit in Northamp-  
ton agreed on the sixth Day of July in the Year since  
1794 by his promissory Note in Writing under  
his hand of that Date to have and promised the said  
Thad<sup>s</sup> to pay him twenty two Pounds Lawful M<sup>o</sup> within  
four Months from the Date thereof with Lawful Interest  
for the same till paid Yet tho<sup>t</sup> often therto request  
the said David hath never paid the same or any part  
thereof to the Pl<sup>t</sup> but therto hath neglected & still doth  
unjustly neglect & refuses so to do & the Damage  
of the said Thad<sup>s</sup> in this Count - The Pl<sup>t</sup> appears &  
the Def<sup>t</sup> tho<sup>t</sup> three times called to come into Court makes  
Default of appearance here - Wherefore it is consider-  
ed by the Court that the said Thad<sup>s</sup> to recover against  
the said David thirty five Dollars & 39 Cents Damages &  
Costs of Suit taxed at Del<sup>y</sup> 4.79 & thereof &c.

Exon<sup>d</sup> ip<sup>s</sup> Sep 26 1795

Leavitt vs  
Sept 20 1795  
Thaddeus Leavitt of Suffolk in the County of Suffolk  
State of Connecticut Esquire vs Oliver Sawyer of  
said County of Hampshire a German Def<sup>t</sup>  
In a Plea of the Case of that the said Oliver at Suffolk  
to wit at Northampton agreed on the 27<sup>th</sup> Day of July  
in the Year since 1794 by his promissory Note of  
that date to have and promised said Thaddeus to pay  
him six months from the Date thereof \$ 5.6.2. Two  
Pounds Lawful Int<sup>r</sup> & 25 Cents till paid & of  
that whereas the said Oliver afterwards to wit on the

5<sup>th</sup> Day of March in the Year of our Lord Seventen Hundred & Ninety four at Suffield to wit at Northampton aforesaid by his other promissory Note is written of that date for value received promised the D<sup>y</sup> to pay him in six Months from the date thereof one thousand of Four Pounds seven shillings & two pence Lawful Money with Lawful Interest to be paid, yet the D<sup>y</sup> there to requested the said Oliver hath never paid either of said Notes or any part of them but hath to hath neglected & still doth neglect it, To the Dam<sup>t</sup> of the said Thaddeus fourteen Pounds. The D<sup>y</sup> appeared & the D<sup>y</sup> the three times called to come into Court makes Default of appearance here, Wherefore it is considered by the Court that the said Thaddeus do recover ag<sup>t</sup> the said Oliver thirty eight Dollars & 50 Cents Damages & Costs of Suit taxed at Dec 4, 79 - 1795

Exon ip<sup>d</sup> Sep 12 1795

Gaies Vanhorn of Springfield in the County of Hampshire  
 Yeman D<sup>y</sup> vs David Leonard of Palmer in S<sup>c</sup> County Yeman  
 D<sup>y</sup> In a Plea of the Case for that the said David at Springfield on the 5<sup>th</sup> Day of March last past being justly indebted to the D<sup>y</sup> in the sum of Four Pounds 17<sup>s</sup> by his certain writing under his hand of that date acknowledged himself to be Gaies by the name & description of the bearer of sd writing in the full sum of Four Pounds seventeen shillings Lawful Money in consideration thereof that David then and there promised to the D<sup>y</sup> Gaies to pay him the same in three weeks from the date thereof & delivered the D<sup>y</sup> Writing to said Gaies then & there. Yet the said David thereafter there to requested hath never paid the same or either the aforesaid sum but unjustly neglects it To the Damage of the said Gaies Six Pounds. The D<sup>y</sup> appeared and the D<sup>y</sup> the three times called to come into Court makes Default of appearance here, Wherefore it is considered by the Court that the said Gaies do recover ag<sup>t</sup> the D<sup>y</sup> David fourteen Dollars & fifty five Cents Dam<sup>t</sup> & Costs of Suit taxed at Dec 3, 79 1795

Exon ip<sup>d</sup> Sep 12 1795

John Dever of Landford in the County of Hampshire  
 Yeman D<sup>y</sup> vs Anthony ...  
 from the D<sup>y</sup> of Justice ...

Vanhorn vs Leonard  
 Sep 17<sup>th</sup> 1795

Dever vs ...

Case the 1<sup>st</sup> John was Pl<sup>y</sup> and 5<sup>th</sup> Anthony Def<sup>t</sup> -  
And now the 3<sup>rd</sup> Parties being three times called to come  
into Court are non-suit & defaulted & the Case is dismissed

Hazzard vs  
21  
Newell  
Sep 1790 1795

Robert Hazzard & James Hazzard both of Russell Yeoman  
Pl<sup>y</sup> vs Charles Newell of said Russell Yeoman Def<sup>t</sup>  
In a Plea of Trespass on the Case for that whereas the  
said Charles at said Russell on the Day of the Purchase  
of this Writ In consideration that the Pl<sup>y</sup> had then  
before that time at the Special Instance & request of  
the said Charles sold & delivered to him divers Goods  
wares & Merchandises upon which he himself faithfully  
promised the Pl<sup>y</sup> to pay them therefor so much Money  
in demand as he therefor reasonably deserved to have  
And the Pl<sup>y</sup> in fact says that he therefor reasonably  
ought to have the sum of ten Pounds whereof the  
Charles there immediately afterwards to wit on the same  
day had due Notice, To the Dam<sup>t</sup> of the Pl<sup>y</sup> seven  
Pounds - The Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times  
called to come into Court makes Default of appearance  
here - Wherefore it is considered by the Court that  
the said Robert & James do recover ag<sup>t</sup> the said Charles  
Twenty Dollars & Fifty eight Cents & one Cent of which  
taxed at Del<sup>t</sup> 5. 14. 12 & thereupon

Exec<sup>d</sup> ip<sup>o</sup> Sep 25 1795

Hazzard vs  
Newell  
Sep 1799 1795

Robert Hazzard of Russell in the County of Hampshire  
Yeoman Pl<sup>y</sup> vs Charles Newell of Russell Yeoman  
Def<sup>t</sup> - In a Plea of Trespass on the Case for that whereas  
the said Charles at said Russell on the first Day of July  
in the Year of our Lord 1792 by his promising the  
said Robert to pay him the sum of Ten Pounds lawful  
Money with Interest by the 1<sup>st</sup> Day of Jan<sup>y</sup> 1795  
for the said Charles the said Robert says that he  
did perform the said promise but a just by way  
and a fair to the Damages of the said Robert Eight  
Pounds the Pl<sup>y</sup> appears & the Def<sup>t</sup> the three times  
called to come into Court makes Default of appearance  
here - Wherefore it is considered by the Court that the

Robert de rimer agt the sd Thomas Sutton Debt & damages 219  
Cents Dm & Costs of Suit taxed at Pol 5, 14 & 1/2 thereof

Examined Sept 25 1795 Court vs  
David Burt of Long Meadow in the County of Hampshire, vs  
John Smith of Springfield in the County of Hampshire, Sep 105 1795  
Long Meadow in the County of Hampshire, vs the Estate of  
James Cotton late of Long Meadow in the County of Hampshire  
the said David Burt being before Wm Cyprien Esquire one of our  
Justices of the Peace and within the County of Hampshire on the  
15th Day of Sept in the Year of our Lord 1795 by the Commis-  
sion of the said Justice received Judg<sup>t</sup> agt the sd Phillip for the  
sum of Eleven Pounds Sixteen Shillings & two pence further  
Debt & Costs of Suit & Ten pence for his Costs & charges  
by him about his suit in the sd Phillip expended whereby the sd  
Phillip is under Tax by the said Justice before the Justice  
remaining manifestly appears which Judg<sup>t</sup> still remains  
in full force not removed annulled & satisfied the sd  
Writ of Exec<sup>n</sup> hath been issued thereon in due form of Law  
of the price of the selling & for money yet the said  
Money hath long since been paid and only the sum of  
Eleven Pounds Sixteen Shillings & two pence hath been paid received  
and endorsed over in and the residue of the same sum  
remains wholly unsatisfied and unpaid from whence the  
hath accrued to the said David & William & to David  
the residue of the sd sum is the sd Phillip for the  
Phillip the other thereto requested hath never paid the  
any part thereof but denies & refuses to do so to the  
Damage of the said David Wm & David thirty Pounds  
Fine & costs The Oj<sup>r</sup> appears and the Court the  
times also to the said Court on the said fault of  
presence the sd Court is satisfied by the Court  
that the said David William & David thirty Pounds  
Twenty two cents & damages & costs of suit at Pol 5, 14 & 1/2  
& 1/2 thereof

Examined Sep 15 1795 Court vs  
Wm Smith of Springfield in the County of Hampshire vs  
Jas Paul Esq of West Springfield in the County of Hampshire  
Deft In an Action for that said Paul at Springfield  
on the 10th Day of May in the Year past did unlawfully  
and knowingly pay his personal note under his hand  
that date for value & promise to the Oj<sup>r</sup> to pay him the sum



...mille and to lay the Pitch of Water in the Bank the But Wheel  
of the Bloom said Mile said to be lodged at the mill then  
usually known by the name of the Indian Cur Mill by the  
Third Monday in July then Int<sup>d</sup> to board the O<sup>f</sup> any Labour  
ers the said Stephen should employ at said Work near 50 Mill  
two times they were to say so Work and find the O<sup>f</sup> in Get<sup>n</sup>  
of not India Drum per Week for the O<sup>f</sup> and other labourers  
in a ratable proportion for any other Labourers he had  
employed - And Jonathan King Justin were to stop the  
water at any time that it would be necessary for the work  
of the O<sup>f</sup> & it was then and there also contracted by the  
said Jonathan King Justin to pay each in a ratable pro  
portion of the sum of 100 Pounds unto Dr Dought  
proving full to be endorsed on a Note made by Dr Dought  
against the O<sup>f</sup> payable in Decem<sup>r</sup> last part by the 20<sup>th</sup>  
Day of May next ensuing the Date of said Writing on  
agreement it was further agreed by said Dr Dought  
Justin in the same writing stated that the further sum  
of eight Pounds should be paid by them to the Dr Dought  
to be endorsed on a Note of Dr Dought of the  
O<sup>f</sup> for the sum of 100 Pounds payable in Decem<sup>r</sup> next  
said Payment to be made on the same 20<sup>th</sup> Day of May  
after <sup>by the O<sup>f</sup></sup> And it was also agreed ~~by the O<sup>f</sup> and it was~~ on  
his part to make and build a running gear of  
water & But heads of the Bloom in a workmanly man  
ner to complete the same fit to run by the 20<sup>th</sup> Day of  
May next ensuing the date of said Writing and the O<sup>f</sup>  
in fact says that to the several parts of the said agree<sup>t</sup>  
above recited by him to be performed did and & truly  
observe performed kept to the compliance of the  
said Dr Dought Justin yet the Dr Justin not re  
garding their agreement promised and shewing  
so made as agreed but craftily fraudulently & wickedly  
intending to injure the O<sup>f</sup> that he had been not per  
form the same but have wholly neglected to pay the said  
sum to Dr Dought as above stated & agreed &  
promised to the use and Benefit of the O<sup>f</sup> as agreed by  
means of which the O<sup>f</sup> is greatly injured & also that  
said Dr Justin Justin of S. B. Hampton was justly  
in debt to the O<sup>f</sup> for the same sum of 100 Pounds

money for Labour & Services there before that time  
 by the P<sup>y</sup> for the S<sup>d</sup> J<sup>n</sup> W<sup>m</sup> Justin done & performed  
 at their special Instance and request & being so in-  
 debted the S<sup>d</sup> J<sup>n</sup> & W<sup>m</sup> Justin then & there in  
 consideration thereof undertook & to the p<sup>ty</sup> with full  
 promise to pay him the same last mentioned  
 sum on Demand. > Yet the S<sup>d</sup> J<sup>n</sup> & W<sup>m</sup> Justin  
 tho often thereto requested have never paid either  
 of the two last mentioned promises & refused but  
 unjustly neglect & refuses to do it. All which is  
 to the Dam<sup>t</sup> of the S<sup>d</sup> Stephen twenty Pounds >  
 Thos<sup>y</sup> appear & the Defts tho three times called to  
 answer Court makes Default of appearance  
 here. Wherefore it is ordered by the Court that  
 the said Stephen do recover ag<sup>t</sup> the S<sup>d</sup> J<sup>n</sup> W<sup>m</sup> Justin  
 Forty Six Dol<sup>s</sup> & Sixty seven Cents Damages & Costs  
 to be taxed at Dol<sup>s</sup> 63 & thereupon

Exam<sup>d</sup> p<sup>ty</sup> Sep 12 1795

William Howell & Samuel Lambury both of the  
 City County and State of New York justicers in  
 Chief of P<sup>y</sup> vs Anna Chapin of Wilberham in so  
 County of Hampshire Trader Deft In a Plea of the Case  
 to the said Anna at New York to wit at Northampton  
 on the twenty second day of October in the year  
 four thousand seven hundred & Ninety three  
 by his promising to deliver his Bond of that date  
 to wit a Bond to pay the or Order the sum of two  
 hundred & thirty six Dollars & twenty eight Cents  
 on the 15<sup>th</sup> Day of March next ensuing the date of  
 said Bond with lawful interest for the same after 3<sup>d</sup>  
 day of lay out till paid. Also for that & several  
 things to wit that the Deft on the 22<sup>nd</sup> Day  
 of the same Month by his name certain the promising  
 to deliver his Bond of that date to wit a Bond to pay the  
 sum of two hundred & thirty six Dollars & twenty eight Cents  
 on the 15<sup>th</sup> Day of March next ensuing the date of said Bond

1795  
 p 109 1795

date of said Note with lawful Interest after said Time of Payment  
 late paid yet the said Jason tho' often thereto requested hath  
 not performed either of his aforesaid Promises to the Pl<sup>y</sup> but unjustly  
 neglects & refuses to do - To the Damage of the said Wm & Daniel  
 three hundred Dollars - The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three  
 times called to consecutive Court makes Def<sup>t</sup> of appearance here  
 wherefore it is considered by the Court that the said Wm & Daniel  
 do recover ag<sup>t</sup> the said Jason One hundred & Forty six Dols  
 & Seventy one Cents Dams & Costs of suit taxed at 2d's 5, 26  
 & thereof &c

Exon ip<sup>d</sup> Sep 12 1775

Whulock vs  
 Burbank &c  
 Sep 19<sup>th</sup> 1795

I Nath Whulock of Wham in the County of Windham & State of  
 Vermont Gent<sup>r</sup> Pl<sup>y</sup> vs Shem Burbank of Granville in the County  
 of Hampshire Gent<sup>r</sup> & Daniel Lunard Yeoman & Wm Lunard  
 Yarnan both of West Springfield in said County Def<sup>t</sup> In a  
 Plea of Debt for not rendering him the said Shem the  
 sum of forty four Pounds which they owe & from him un-  
 justly detain & whereupon the Pl<sup>y</sup> says that the said Shem  
 Daniel & William at sd Northampton on the twenty sixth  
 Day of June in the year past did One thousand seven  
 hundred & Ninety four by their certain Bond creating  
 obligatory of that date under their hands & seals by which  
 will executed in Court ready to be produced bound them-  
 selves firmly & fully to the said Shem in the Sum of Forty  
 four Pounds lawful Money to be paid to the said Shem  
 whenever after they should be requested yet sd Shem Daniel  
 & Wm tho' often thereto requested have never paid the same  
 of them ever paid the same Sum to the Pl<sup>y</sup> but unjustly  
 neglect & refuse to do it To the Damage of the said Shem 44  
 Pounds The Pl<sup>y</sup> appears & the Def<sup>t</sup> tho' three times called  
 to come into Court make default of appearance here  
 wherefore it is considered by the Court that the said  
 Nath do recover ag<sup>t</sup> the said Shem Daniel & Wm Forty  
 nine Dollars & Sixteen Cents Damages & Costs of Suit taxed  
 at 2d's 5, 93 & thereof &c

Exon ip<sup>d</sup> Sep 12 1795

Smith vs  
 Wells  
 Sep 19<sup>th</sup> 1795

Elijah Smith of Hatfield in the County of Hampshire Just<sup>ice</sup>  
 & Abel Wells of Hatfield Just<sup>ice</sup> Yeoman Parties in a Rule  
 of Reference according to the Statute The Parties appear at the  
 Reference by them & upon said into Court their Award viz  
 That the said Abel Wells pay to the said Elijah  
 Smith the Sum of Fourteen Pounds & a half in full of his

Eight Shillings and ten pence for Cost of Reference  
Which said Award is accepted by the Court and it is  
considered by the Court that the said Elijah Smith do  
recover against the said Abel Wells Forty six Dollars and  
sixty seven Cents Damages Costs of Suit taxed at Dol<sup>r</sup> 17<sup>th</sup> 61  
2 thereof &c

Backholder App<sup>t</sup>  
vs  
Thompson App<sup>t</sup>  
Sep 17<sup>th</sup> 1795

Joseph Backholder of Western in the County of Worcester  
Gen<sup>l</sup> App<sup>t</sup> vs Nath Thompson of Palmer in the County  
of Hampshire App<sup>t</sup> from the Judge of Henry Morgan  
Esq<sup>r</sup> In which original Case the said Joseph was Pl<sup>ff</sup> &  
the said Noah was Deft In a Plea de, as set forth in  
the Declaration on file de, The App<sup>t</sup> appears & the  
App<sup>t</sup> being three times called to come into Court makes  
Default of appearance here Wherefore it is considered  
by the Court that the said Joseph do recover ag<sup>t</sup> the said  
Noah eight Dollars 11 Cents Damages Costs of Suit taxed  
at Dol<sup>r</sup> 7, 51 2 thereof &c Exon<sup>r</sup> ip<sup>o</sup> Oct 15 1795

Clap vs  
Brown  
1799 1795

Joseph Clap Jun<sup>r</sup> of Easthampton in the County of York  
Shuttrader Pl<sup>ff</sup> vs Silas Brown Jun<sup>r</sup> of Easthampton  
Gen<sup>l</sup> App<sup>t</sup> vs Deft In a Plea of Ind<sup>em</sup> on the Case  
for that the said Silas at said Easthampton on the  
20<sup>th</sup> Day of July last past was justly indebted to the said  
Silas in the sum of Four Pounds two Shillings & eight  
pence lawful Money for divers Goods Wares & Merchants  
issues of the said Joseph to him the said Silas at his  
special Request and request there before that he  
sold and delivered & being so indebted the said Silas in  
consideration thereof agreed in himself & to the  
said Joseph then & there forth fully promised to pay  
him the sum of money on Demand yet the said Silas the  
after requested to be set paid the same but neglected  
it In the Dam<sup>s</sup> of the said Joseph Six Pounds 15 Shillings  
& appears the Deft the said Brown called to come  
into Court makes Default of appearance here  
Wherefore it is considered by the Court that the said  
Joseph do recover ag<sup>t</sup> the said Silas thirteen Dollars & seventy  
eight Cents Damages & Costs of Suit taxed at Dol<sup>r</sup> 12, 40  
2 thereof &c Exon<sup>r</sup> ip<sup>o</sup> Sep 10 1795

Joseph Clap Jun of Southampton in the County of Hampshire  
 under Ply is Asahel Clap of Northampton in D County gent  
 Deft In a Plea of Trespass the Case for that the said Asahel  
 at said Southampton on the Ninth Day of April last past was  
 justly indebted to the D Joseph in the Sum of Ten Pounds  
 seven shillings and Ten pence lawful Money for Wages for  
 Wares and Merchandises of the D Joseph to the said Asahel as  
 his special Instance and request there before that time  
 and delivery and being so indebted the said Asahel in Con-  
 sideration thereof assumed on himself and the D Joseph then  
 and there faithfully promised to pay him the same Sum  
 on Demand - Yet the said Asahel tho often requested hath  
 in no wise performed his D Promise to the Ply but neglects  
 so to do - To the Damage of the said Joseph Twenty Pounds  
 The Ply appears & the Deft the Three times called to come into  
 Court makes Default of appearance in re - Wherefore it  
 is considered by the Court that the said Joseph do recover  
 against the said Asahel Thirty Pounds & two Pence Dam-  
 and Costs of Suit taxed at Pounds 3, 37 1/2 & therefor -

22.2

Clap vs

Clap

Sep 200 1795

Execut<sup>is</sup> Sep 10 1795  
 Daniel Lieuter of Suffield in the County of Hartford State  
 of Connecticut gent Ply is

Lieuter vs  
 Colton

Sep 205, 1795

Hampshire vs To the Hon<sup>ble</sup> the Justices of the Court of Com-  
 mon Pleas holden at Northampton within & for the County  
 of Hampshire on the first Tuesday of Sept<sup>r</sup> 1795 Humbly  
 shews Daniel Lieuter that at a Court holden before John  
 Hooker Esq<sup>r</sup> June 1<sup>st</sup> 1795 he recovered Judgment ag<sup>t</sup> Charles  
 Colton for the Sum of Two Pounds eight shillings & two  
 pence Damages & Costs of Suit taxed at £1.5 p<sup>er</sup> man in  
 Judgment. This Charles appealed to this Court & recognized to  
 prosecute his Appeal but failed so to do Wherefore your Com-  
 plainant prays affirmation of Judgment with additional  
 Damages & Costs & as in duty bound shall pray  
 Which Compt<sup>er</sup> being read it is considered by the Court that  
 the Prayer thereof be granted - And it is further considered  
 by the Court that the D Daniel do recover ag<sup>t</sup> the said  
 Charles Eight Pounds & 14 Pence Damages and Costs of Suit  
 taxed at Pounds 9, 30 & therefor -

Execut<sup>is</sup> Nov 17 1795

Chancery Court. Humbly Shews Freeman. Chancery that at a Court  
held before Sir John Browning Knight one of the Justices of the  
Peace for the County of Hampshire on the 30<sup>th</sup> day of May,  
1795 he recovered Judgment against Henry Walbridge for  
the sum of five Pounds twelve Shillings and six Pence  
and Costs of suit taxed at fourteen Shillings and four Pence  
whereupon which Judgment the Defendant appeals to  
this Court therefore prays affirmation of said Judgment  
with additional Damages & Costs. which Court  
being satisfied by the Court that the Bill  
thereof is granted and that the said Freeman do recover  
against Henry Walbridge eight Pounds and seven Pence  
Damages and Costs of suit taxed at £12. 6. 0. thereof  
Done in open Court the 12<sup>th</sup> of September 1795

Wilmington in  
Morgan Isaac Wilmington of Wiltshire Gent. & Anne Morgan of Wiltshire  
Sept 20<sup>th</sup> 1795 Partis in a Rule of Reference according to  
the Statute, the said Parties appear & the Reference by  
them chosen send into Court their Award viz. That  
the said Anne Morgan pay unto the said Wilmington the  
sum of Fourteen Shillings Seven Pence and six Pence  
Shillings and six Pence the said Isaac to the  
sustain in the said Commenced in the said matter  
that the said Isaac pay the Costs of the Reference  
and there being one Pound and twelve Shillings to wit  
with one Shilling to Sir John Browning Knight for  
his attendance & swearing the Wiltshire  
and all Days & which said Award it was  
accepted by the Court and it is ordered by the  
Court that the said Isaac do recover against the said Anne  
Morgan the sum of Fourteen Shillings and six Pence  
of suit taxed at £12. 6. 0. thereof  
Done in open Court the 10<sup>th</sup> of September 1795

Lowell  
Olivier  
Sept 20<sup>th</sup> 1795  
Lowell of Wiltshire Gent. & Anne Olivier of Wiltshire  
Partis in a Rule of Reference ordered by them  
according to the Statute, the said Parties appear & the  
Reference by them chosen send into Court their Award viz.

That the said Otis & Fisher do recover ag<sup>t</sup> the said Sarah the sum  
 of Eighteen Pounds and Ten pence and the Damages and a further  
 sum of two Pounds two Shillings & Nine pence being the Costs of  
 two Suits which the within named Parties had commenced ag<sup>t</sup>  
 each other & That he also pay the Cost of Reference taxed at  
 £3. 9. 6 amounting in the whole to the sum of £22. 13. 1 &  
 the Cost of Court to be taxed by the Court & which Demand  
 is read and accepted by the Court & it is considered by the  
 Court that the said Otis & Fisher do recover ag<sup>t</sup> the said Sarah  
 Fifty Doll<sup>r</sup> & fourteen Cents Damages & Costs of Suit taxed at  
 Doll<sup>r</sup> 22, 26<sup>1</sup>/<sub>2</sub> & thereof & thereupon Dec<sup>r</sup> 10<sup>th</sup> 1795

Southwick Comp<sup>r</sup>  
 or  
 Harwood  
 Sep 210 1795

Humbly Shew Samuel Southwick Jun<sup>r</sup> of New Salem in said  
 County an Infant under the age of twenty one years who  
 was by his Friend Benj<sup>n</sup> Southwick of said New Salem Yeoman  
 and that at a Court holden before Ezekiel Reddick Esq<sup>r</sup> one of  
 the Justices of the Peace for said County at his dwelling House  
 in New Salem on Monday the eightth day of June last he the  
 said Samuel recovered Judgment against Jacob Harwood of New  
 Salem a free Yeoman for the sum of twenty five Shillings & six  
 Pence Damages & Costs of Suit taxed at fourteen Shillings from  
 which Judgment the said Jacob appealed to this Hon<sup>ble</sup> Court  
 & recognized with Sureties to prosecute his appeal to effect  
 but has failed to do it he therefore prays Affirmation of Judgment  
 with additional Dam<sup>s</sup> & Costs which Compt<sup>r</sup> being read  
 and allowed by the Court it is considered by the Court that  
 the said ~~Jacob Harwood~~ Southwick do recover against the  
 said Harwood Four Doll<sup>r</sup> & 31 Cents Damages & Costs of  
 Suit taxed at Doll<sup>r</sup> 7, 13 & thereof & thereupon Dec<sup>r</sup> 15<sup>th</sup> 1795

Compt<sup>r</sup>  
 Perry  
 Sep 211 1795

Humbly Shew Joseph Perry that he was summoned to ap-  
 pear before this Hon<sup>ble</sup> Court to answer to Amasa Perry in  
 a Plea of the Case &c, and the said Amasa did not appear  
 to enter his Action therefore prays that he may be al-  
 lowed his Costs &c, which Compt<sup>r</sup> being read and by the  
 Court allowed it is considered by the Court that the said  
 Joseph Perry do recover ag<sup>t</sup> the said Amasa his Costs  
 taxed at Doll<sup>r</sup> 4, 21 & thereof & thereupon Dec<sup>r</sup> 15<sup>th</sup> 1795

Compt<sup>r</sup>  
 Sep 212 1795

Humbly Shew Ab<sup>l</sup> [unclear] of [unclear] County  
 Hampshire Yeoman that he was summoned to appear  
 appear before this Hon<sup>ble</sup> Court & [unclear]

of Timothy Galtin of Granville against Herman and his son  
and Debtor to answer to Matthew Lippin Duns of Southwick  
in the County aforesaid Herman that the said Matthew hath  
sought to enter or prosecute his 3<sup>d</sup> Action Your Compt  
therefore prays that his reasonable Costs may be  
allowed him, which Compt being read it is consid-  
ered by the Court that the prayer thereof be granted  
and it is further considered by the Court that the said Abel  
do recover ag<sup>t</sup> the said Matthew his Costs in defending  
his land at Dol<sup>r</sup> 4, 96 & thereof 2

West Compt  
in  
October  
1775

Complain John D. of Suffolk in the County of Suffolk  
and State of Connecticut Gent<sup>l</sup> that on the second Tuesday  
of May by the Concurrence of Abraham Burbank Esq<sup>r</sup>  
one of the Justices of the Peace within & for said County he  
did award ag<sup>t</sup> ag<sup>t</sup> Joseph Dickinson of Granville in  
said County <sup>of Suffolk</sup> Herman for the sum of £ 100 Shillings  
and six pence Damages and fifteen Shillings & six  
pence for charges of the same, said sum from which Judg<sup>t</sup>  
the said Joseph appealed to this Court but hath sought  
to prosecute his appeal wherefore your Petitioner prays  
affirmation of sd Judg<sup>t</sup> together with his additional Costs  
which Compt being read it is considered by the Court  
that the prayer thereof be granted and it is further con-  
sidered by the Court that the said Abel do recover again  
the said Dickinson two Dollars Damages & Costs of suit  
laid at Dol<sup>r</sup> 2, 54 & thereof 2

former adm<sup>r</sup>  
of the  
County

Exord<sup>r</sup> of Sept<sup>r</sup> 17 1795

Humbly shews Martin Pellogg adm<sup>r</sup> of the estate of the  
estate of James Warner the & or late of Northampton  
County that the whole of the personal Estate of said  
James has been by the former adm<sup>r</sup> expended so that  
there remains but from said estate including charges  
of Admin<sup>r</sup> the sum of fifty two pounds & seven shillings  
and three pence including the said adm<sup>r</sup> has  
therefore prays your Honours to Licence him to sell  
the said personal Estate of said James in whole or in part  
for the sum of fifty two pounds & seven shillings & three pence

Debts and charges & Costs of Sale, which Petitioner prayed  
together with the Certificate from the Judge of Probate for  
the County of Hampshire certifying the facts aforesaid & that  
it is necessary so much of said Estate should be sold as will  
produce the Sum aforesaid and Costs of Sale, Whereupon it is  
considered by the Court that the prayer thereof be granted  
and it is considered by the Court that the Petitioner have  
liberty to sell so much of said Estate as will produce the  
Sum of 103 Dollars & 33 1/2 Cents he first advertising the  
same in the Northampton Paper and attending to  
the Directions of the Law respecting the Sale of Decedent's  
Estate &c

Humbly Shew Jacob Bates Adm<sup>r</sup> de bonis non on the  
Estate of Phineas Robinson late of Granville in sd County, late Real Estate  
Dec<sup>d</sup> that the personal Estate of sd Decedent was inventoried  
at £ 93, 3, 0 out of which there is allowed to the Widow  
of said Decedent £ 10, 9, 9 which being deducted leaves  
£ 74, 13, 11 to which is added Debt due to said Decedent and  
owed £ 16, 0, 0 which makes £ 91, 2, 7 out of which is  
deducted the Adm<sup>r</sup>'s Act for settling the Estate £ 15, 7  
which being deducted leaves £ 75, 15, 7 & the whole amt  
of the Debt due from sd Estate are £ 212, 0, 10 3/4 &  
after deducting the above Sum of £ 75, 15, 7 there remains  
due from said Estate £ 136, 13, 3.3 more than than  
the amount of the Personal Estate & profits in this  
hands of said Administrator and the Real Estate of  
sd Dec<sup>d</sup> was inventoried at £ 215 he therefore prays  
your Honours to empower him to sell so much of said  
real Estate as will enable him to discharge said Debt  
with Costs of Sale, which Petitioner prays to be  
with a Certificate from the Judge of Probate for sd County  
certifying that it is necessary so much of the real Estate  
of said Dec<sup>d</sup> should be sold as will produce the Sum of  
£ 136, 13, 3.3 together with contingent Charges &c  
Wherefore it is considered by the Court that the prayer thereof  
be granted and that the Petitioner have liberty to sell  
so much of sd Dec<sup>d</sup> Estate as will produce the Sum of 136  
Dol<sup>r</sup> & 66 1/2 Cents for the purpose of discharging the said  
Decedent's Debts he first advertising in need the sd Paper

Printed at Springfield are attending all the Directors  
of the Law respecting the Sales of such Estates &c.

Shipman Comp<sup>t</sup>  
vs  
Boston

Sep 216 1775

Humbly shews William Shipman of Hadley in the  
County of Hampshire whose name that he Goods  
were attached in the Service of the writ and he was duly  
summoned to appear and answer to Joshua Boston  
of said Hadley In a Plea &c; as set forth in the Declaration  
of the writ on file do, but the said Joshua hath failed to  
prosecute his suit he therefore prays Judgt for Costs &c;  
which Comp<sup>t</sup> being read and allowed it is considered  
by the Court that the said Wm Shipman do recover  
against the sd Joshua Boston his Costs in defending do,  
taxed at Dol 3, 30 & thereof &c;

Loomis Comp<sup>t</sup>  
vs  
Remington

Sep 217 1775

Humbly shews Luther Loomis of Suffield in the County  
of Hartford and State of Connecticut Esq that at a  
Court held before Abraham Barbours Esq one of the  
Justices of the Peace for the County of Hampshire he  
received Judgment ag<sup>t</sup> Shadrack Remington  
of West Springfield in said County of Hampshire  
Yeoman on the 25<sup>th</sup> Day of June last past for the  
Sum of three Pounds five Shillings & nine pence two far  
things Lawful Money Damages & twenty one Shilling  
eight pence costs of Suit from which Judgt<sup>r</sup> the sd  
Shadrack appealed to this Court & hath failed to prose-  
cute his Appeal. Therefore prays Affirmation  
of said Judgt<sup>r</sup> together with Additional Damages &  
Costs which Comp<sup>t</sup> being read it is considered  
by the Court that Affirmation of the said Judgt<sup>r</sup> be  
given & that the said Loomis do recover ag<sup>t</sup> the sd  
Remington the said Costs & Damages & Costs of  
Suit taxed at Dol 8, 90 & thereof &c;

Sumner Petn  
for Plaintiff

Sep 218 1775

Done in Sep 10 1775



B. Parsons  
Attorney  
Sept 1775

Benjamin Parsons of Y. then in the County of Hamp  
shire Gent<sup>n</sup> on the Motion of Caleb Strong Esq<sup>r</sup> is now  
by the Court admitted to be an Attorney in this Court  
and he took & subscribed the Oath of Allegiance &  
Fidelity to this Commonwealth and the Oath of  
Allegiance to the United States & the Oath of Office re-  
quired by a Statute of this Commonwealth were  
now administered to him in Court to qualify him  
for the Duties of the said Office &

The foregoing Judgments Orders &c being made and  
entered up in proper Form & then the Court  
was adjourned without Day

Attest Robt Brewster Cler

Hampshire

At the Court of Common Pleas holden at Northampton in & for the County of Hampshire on the second Tuesday of November, being the 10<sup>th</sup> day of the month & from day to day to the 13<sup>th</sup> day of the same month Anno Domini 1795.

Com<sup>rs</sup> Pleas  
Not Term  
1795.

Justices of the S<sup>d</sup> Court present

Deacon Porter Esq<sup>r</sup>  
John Bliss Esq<sup>r</sup>  
Sam<sup>l</sup> Mathew Esq<sup>r</sup>

Jury of Trial

Ben <sup>l</sup> White Town <sup>m</sup>	Stat
Amos Leonard	War
Stephen Long	Shut
Wash <sup>l</sup> Reed	Comm
Blackback Fowler	West
Stearns Clark	Shut
Luke Hitchcock	Pal
Jacob Day	W <sup>th</sup> in
Job Preston	Shut
Ben <sup>l</sup> Barnard abt <sup>+</sup>	Beer
Asher Newton sick & exp <sup>d</sup>	Comm
John Esley sick & exp <sup>d</sup>	Shut
Joe <sup>l</sup> French abt <sup>+</sup>	No
Thos <sup>l</sup> Starr abt <sup>+</sup> 3d	No
Calab Smith d <sup>o</sup>	Shut
Dan <sup>l</sup> Abbot 4d	Shut

2<sup>d</sup> day In Case of Watson vs Walker

Abner Bull  
Calab Hubbard  
Sam<sup>l</sup> Cook

De Tal<sup>r</sup> Cur<sup>r</sup> were on & Jury3<sup>d</sup> day In Case Bennett vs Cook

The same Jurymen were on

4<sup>th</sup> day In Case Shaw vs HitchcockLuke Hitchcock was off & Sam<sup>l</sup> Cook de Tal<sup>r</sup> was on5<sup>th</sup> day Stunkel vs William standing over

Synchon vs Smith

Ditto

Commonwealth vs Anna Cunnings



said Job Whitney shall give Bond to the said William Tobs with sufficient Surety or Sureties in the Sum of Sixty Pounds being twice the value of the said Goods & Chattels to prosecute the said Replevin to final Judgment & to pay such Damages & Costs as the said William Tobs shall recover against him and also return & restore the same goods & Chattels in like good order and Condition as when taken in Case such shall be the final Judgment & have you there this Writ with your things & return together with the Bond you shall take. This Action was commenced at the Sept Term 1794 and continued from thence to this Time and now the said William by Wm Coleman Gent his atty reserving Liberty to plead the Genl Issue at the Supreme Court says the Declaration of the said Job & Matters therein contained are insufficient in Law & hereof prays Judgment. And the said Job by Jonathan Leavitt Gent his atty consenting to the above reservation says his Declaration is sufficient. Whereupon all and singular the Premises being seen and by the Court understood it appears to the Court that the Plea aforesaid of the said William and by him pleaded and the Matters therein contained are a full and sufficient answer to the Declaration of the said Job and that the said Job ought not to have and maintain his Action against the said William and it is considered by the Court that the said Job by his Plea aforesaid do receive nothing but that for his groundless Plea he be in mercy &c. And it is further considered by the Court that the said William do recover against the said Job Restoration of the same Goods in like good order as when taken. Whereupon the said Job by his atty aforesaid Appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton within and for the County of Hampshire aforesaid on the last Tuesday in April next and he Recognizes with sufficient Sureties to prosecute his said Appeal with effect &c. as by said Recognizance on file does appear &c.

Armour vs

David Armour of Greenwich in the County of Hampshire Yeoman vs David Barnes of Traverstraw in the County of Orange & State of New York Gent In a Plea of Insuperior Absconding Debtor & Senior Stone of Greenwich aforesaid agt & Trustee of the said David In a Plea of Insuperior on the Case for that the said Barnes at said Greenwich on the eighteenth Day of

Sept 1794 1794

Armour  
as  
Barnes

May Instant in Consideration the said Armour had before  
that Time at the special Instance and request of the said  
Barnes made a Journey from Haventraw to Greenwich  
two Hundred Miles in his Business & had been in his  
business employ with a Surveyor and putting out fire  
on his Land and in settling his business seven Days  
and had made one journey from Greenwich aforesaid to  
Haventraw aforesaid two Hundred Miles in his business  
he the said Barnes undertook and then and there promised  
the said Armour to pay him therefor on demand so much  
money as he reasonably deserved to have and the said Ar-  
mour in fact says he reasonably deserved to have of them  
for the sum of Eighteen Pounds Lawful Money of which he  
then afterwards on the same Day gave the said Barnes  
Notice & also for that the said Barnes afterwards to wit  
on the same first Day of April aforesaid at Greenwich  
aforesaid was justly indebted to the said Armour in one  
other sum of Ten Pounds Lawful money for so much money  
by the said Barnes before that Time had and received  
to the use of the said Armour at the special Instance  
and request of the said Barnes and being so indebted  
he the said Barnes undertook and then and there in  
Consideration thereof promised the said Armour to  
pay him to pay him said sum last mentioned on  
Demand yet the said Barnes the often requested hath  
paid but One Pound Eight Shillings part of said sum  
the remainder thereof he unjustly neglects to pay &  
has absconded and withdrawn him self out of the Com-  
monwealth & conceals himself & his Estate so that it cannot  
be come at to be attached to the Damage of sd Armour Thirty  
pounds &c. The sd Armour sheweth in his said Petition  
Effects & Credits of the said Barnes belonging to sd David Barnes &c  
This Action was entered in the Court of Chancery Term 1794  
When the said Armour the Agent & Advocate appeared in Court &  
being sworn declared upon his Oath that at the Term of the Court  
of the said Court on the 12th of November 1794 he delivered to the  
said Armour as he believed on the 12th of June 1792 James P. Barnes  
a Note for Twenty five pounds Seven shillings & six pence  
that due notice of the said Note was given to the said Barnes  
at the which the said Note was then delivered to the said Barnes  
& from the said Barnes to the said Barnes &c. and now at the  
said Term the said Armour the Agent & Advocate appeared in Court &  
Barnes & Simon there the said & aforesaid James P. Barnes &c.

and reserving Liberty of pleading anew on the Appeal of this Action  
 for. Now say, that the same is returned in manner & Form as the  
 said David Arnour has declared against him & thereof hath been  
 say on the County — And the s<sup>d</sup> David agreeing to said  
 Declaration & also agreeing that one Trial in his Court the s<sup>d</sup> Court  
 shall be given & that he will not review this Action  
 says that the Plea aforesaid is an insufficient answer to his  
 Declaration & thereof prays Judgment — And the s<sup>d</sup> David  
 Bennis says his Declaration is sufficient & thereof, prays Judgment  
 — All which being seen & understood by the Court it  
 appears to the Court that the Plea aforesaid of the s<sup>d</sup> Bennis is  
 a full answer to the Declaration of the s<sup>d</sup> Arnour, & that said  
 Arnour by his Plea aforesaid ought to receive nothing —  
 Therefore it is considered that s<sup>d</sup> Arnour by his s<sup>d</sup> Plea do  
 receive nothing but that for his groundless Claim he be in  
 Mercy &c. And it is further considered that s<sup>d</sup> Bennis do  
 recover against s<sup>d</sup> Arnour his Costs taxed at twenty six  
 Dollars & sixty seven Cents — Whereupon s<sup>d</sup> Arnour by his  
 Att<sup>r</sup> aforesaid appeals from the Judgment of the Court to the  
 Supreme Judicial Court to be holden at Northampton in &  
 for the County of Hampshire on the last Tuesday of April  
 next & he recognizes with Sureties for s<sup>d</sup> Arnour prosecuting  
 his said Appeal with Effect as by s<sup>d</sup> Proogressure on File  
 does appear

Now Augustus Chapin of West Springfield in the County of Hamp<sup>shire</sup> Chapin  
 since Esq<sup>r</sup> v. Timothy Barry of Deerfield & Abner Sheldon of  
 Conway both in the s<sup>d</sup> County Administrators on the Estate of Nathan Barry & al<sup>ys</sup>  
 Barry late of Deerfield aforesaid dec<sup>d</sup> Depts in a Plea of the Case  
 as is at large set forth in the Declaration on File — This Case was  
 entered in the Court at November Term 1794 & from thence  
 continued from Term to Term last when the said  
 Parties appeared & agreed to refer this Case to the Determination  
 of John Hastings & Dr. Thomas Sanderson & Maj<sup>r</sup> Seth Carter  
 the Award of them or any two of them to be final &c. After which  
 this Case was continued to this Time — And now the  
 said Parties appear & the Expenses aforesaid send into Court  
 their Award to wit that s<sup>d</sup> Moors do recover against said  
 Timothy & Abner in their s<sup>d</sup> Capacity Ten Dollars & thirty  
 eight Cents, the Cost of Suppene being nine dollars & sixty  
 seven Cents & the Cost of Court to be taxed by the Court  
 which s<sup>d</sup> Award is accepted & it is thereupon couched and by  
 the Court that the s<sup>d</sup> Moors do recover against s<sup>d</sup> Timothy & Abner  
 in their s<sup>d</sup> Capacity Ten Dollars & thirty eight Cents Damages &  
 Cost of Court & Expenses taxed at Dol<sup>r</sup> 12<sup>00</sup> 80 & thereof do  
 receive Nov. 18 1795

Oliver Wells of Southwick in the County of Hampshire yeoman Utley  
 v. Abner Fowler of the same Southwick yeoman Fowler  
 Plea of Covenant broken whereon s<sup>d</sup> Oliver says that ab<sup>r</sup> Southwick  
 aforesaid on April 19 1792 s<sup>d</sup> Abner made sealed & delivered him  
 his Deed poll by which Deed in Court to be produced it was found  
 that s<sup>d</sup> Abner for & in Consideration of Eight hundred pounds  
 in hand paid him by s<sup>d</sup> Oliver did, gave & absolutely gave grant con-  
 firm sell alien release convey & confirm to him & to his heirs & assigns  
 a certain Tract of Land lying within the said Township of Southwick

being only three instead of four both sides of the same road is called together  
that with the houses & other buildings & standing thereon for the  
school house & the back side of said way bounded westerly by the said  
high way, northerly by the lands of John Foster Easterly by lands  
belonging to the heirs of Daniel Arnold deceased & southerly by land  
of Elias Foster containing about sixty eight acres. The other part  
of said land lying the West side of said way beginning at the north  
west corner of said tract by the high way thence running South twenty  
degrees West thirty eight rods thence South twenty two degrees West  
sixty rods thence South twenty degrees West fifty rods thence West  
nine degrees north eighty four rods thence South six degrees West  
seventy eight rods thence East nine degrees North one hundred & twenty  
one rods thence North twelve degrees East to the Fifth Avenue called  
one hundred & seven rods thence East ten degrees north six ten rods  
thence East fourteen degrees North fifty rods thence East twenty two  
degrees North eighty rods thence East forty three degrees north sixteen  
degrees North thence East twenty one degrees South thirty seven rods  
to Simsbury Road a fourth thence North eight degrees East on  
said Road fifty two rods & ten links thence westerly on a right  
way about two hundred & fifty rods to the first mentioned town  
line not coming about one hundred & forty eight acres  
both of the aforesaid tracts of land together amounting to two hundred  
and a septentibus to have & to hold the above described tracts  
of land with all the appurtenances to P. Oliver & to his heirs  
to his & their own proper use benefit & behoof forever —  
And so Oliver then & there did covenant & engage to & with  
P. Oliver his heirs & assigns that he would under the execution of  
of the same he was lawfully seized of said bargain premises  
& had good right to sell & convey the same & that the same  
was true from all surrenders whatever and so Oliver then  
thence & was that at the time of the execution of the said aforesaid  
or any time whatever before or since he the P. Oliver was never  
seized of two hundred & septentibus acres described as aforesaid  
and that he had no right power or authority whatever to sell  
or convey the same & that the same were paid by Virtue of the said  
aforesaid (from him & Oliver to him P. Oliver & that he the P. Oliver  
could never legally enter upon obtain or enjoy the same by  
virtue of the said aforesaid by reason that the P. Oliver was not  
before nor at the time of the making of said deed seized of the same  
nor had any power to convey the same & so the P. Oliver has broken  
his covenant & not kept the same to the damage of P. Oliver & three  
hundred pounds — This action was taken at the Town  
of the Court the Second Tuesday of January last & from thence  
continued from Term to Term to this time and now the  
Jury appears & the J. P. the three Jurors called to turn into Court  
on the Defendant of Repugnance due wherefore it is considered by the  
Court that it should be necessary to send P. Oliver some hundred fifty  
seven dollars & 92 Cents to make up cost of suit hereat. At 12. The  
Judge of the Court & his Deputy has all appeared from the  
Judgment of the Court to the Defendant in said Court to be paid  
on the Court in & County of Hampshire on the Cashier's order of said  
Court & the witnesses with the said P. Oliver, prosecuting & appeal  
with respect to

Peter Brown of Westbury in the County of Hampshire a Gentleman  
vs Levi Knobel of Lewis in the County of Toga a Slave of New York  
Appellee from the Judge of Her Highness's Court in which  
Case said Levi was Plaintiff & Peter was Defendant in a Plea  
set forth in the Papers on File &c. The Appellee appears & the Appellant  
the three times called to come into Court on the Default of Appearance here  
wherefore it is considered by the Court that the said Levi do recover against the  
said Peter Twelve Dollars & Costs of Suit & Damages & Costs of Suit &c.  
at Dec<sup>r</sup> 17. 1780 & thereof &c.

Brown vs Knobel  
Newport  
Jan 24 1785  
The 4th Nov. 16. 1785

Jonathan Townsend of the Belknap in the County of Hampshire a Gentleman  
& Martha his Wife vs John Hancock of the same County a Gentleman  
vs William both late of the Belknap a Gentleman Defendant in a Plea set forth  
in the Plea in the Plea on File &c. This Cause was entered at the last  
January Term & there continued from Term to Term to this Time  
and now neither Party appearing this Cause is dismissed

Townsend vs Hancock  
Belknap  
Jan 25 1785

Samuel Polkwood of Conway in the County of Hampshire a Gentleman  
vs Noah Britton of the same County a Gentleman & Ephraim Mar  
ble of the same County a Gentleman & Trustee of the said Noah Defendant in a Plea  
of the Case for that the said Noah of the said Conway on November 23<sup>d</sup>  
1779 by his Note for Value received promised & covenanted to pay  
& deliver him two hogheads of Stew Laine worth six Dollars  
by the Appellant & five pounds of Wood worth six Shillings by  
the said on or before January 15. Then next & c. But he did not  
yet the said Noah the requested has not performed his said Promise  
but has let it to the Damage of the said Samuel Twelve pounds &c  
has also caused each of the said Common weals to be conveyed his  
Goods so that they cannot be worth to be attached & having  
deposited Goods to the Value of Twelve pounds in the hands of  
the said Ephraim his Agent & Trustee &c. This Cause  
was entered at the last January Term when the said Ephraim  
appeared & being sworn declared upon his Oath that he owed the  
said Noah Twelve pounds by his Note payable in Cash on Nov  
ember 1<sup>st</sup> 1779 on Saturday from July 24<sup>th</sup> last past &c. and  
the Case was then continued to the next Term & from Term  
to Term to this Time &c. and now the Plaintiff appears & the  
said Noah the three times called to come into Court on the  
Default of Appearance here wherefore it is considered by the  
Court that the said Samuel do recover against the said Noahs  
Twelve Dollars Damages & Costs of Suit &c. at Dec<sup>r</sup> 9. 13.  
& thereof &c.

Polkwood vs Britton & Marble  
Britton & Marble  
Jan 29 1785

Solomon Stoddard of Northampton in the County of Hampshire a Gentleman  
vs Samuel Walcott of the same County a Gentleman & Trustee of  
the said County a Gentleman &c. of the last Will & Testament of  
Elisha Brown late of Northampton alias Easthampton in said  
County deceased Defendant in a Plea of the Case for that the said  
on March 15<sup>th</sup> 1780 at Northampton a Gentleman by his Note for  
& value received promised & covenanted the said Solomon to pay him thirty five Bushels  
of good Wheat or Silver money equivalent  
on January 15<sup>th</sup> 1781 & the further Quantity of thirty six  
Bushels of good Wheat or forty eight Bushels of good Rye or  
Silver money equivalent on or before January 15<sup>th</sup> 1782  
worth the said Interest &c. and the said Solomon says he has been always ready  
to receive the said Rye or money at his Dwelling House and  
yet to this Time of the said Note yet the said Elisha did never perform

Stoddard vs Walcott  
Walcott vs  
Jan 14 1785



James at the Time of Service this know not, said Agents take  
their costs taxed at 19/8 which is allowed, and then this Case was  
continued to the next Term & from there to this Time, and now  
the Plea appears & the said James the three Times called to come into  
Court makes Default of appearance here wherefore it is consid-  
ered by the Court that the said James do recover against the  
said Jones One hundred twenty four Dollars Debt & costs of Suit taxed  
at 8

James Phelps of Westfield in the County of Hampshire Esq<sup>r</sup> Phelps Es  
vs. Ephraim Giddis late now living in North State yeoman an  
absconding Debtor & Isaac Boltford of Southwick in the Boltford & Ag<sup>r</sup>  
County of Hampshire yeoman Agents. The said Phelps  
Deft in a Plea of the Case that Ephraim at Westfield  
on January 20<sup>th</sup> last was justly indebted to James in  
the Sum of Four pounds Six shillings & 6<sup>p</sup> according to  
the Customs annexed to the Writ & in Consideration there  
of procured the Plea to pay him the same on Demand  
yet Ephraim the requested him not to pay the same but re-  
fused to the Damage of James nine pounds, and has ab-  
sconded out of the Commonwealth & that said James  
has in his hands Goods &c belonging to Ephraim &  
This action was entered at May Term last when the  
Isaac the three Times called to come into Court makes De-  
fault of appearance here. And then this Case was con-  
tinued from Term to Term to this Time, and now  
the said Ephraim the three Times called to come into Court  
makes Default of appearance here wherefore it is consider-  
ed by the Court that the said James do recover against the  
said Ephraim Four pounds six pence & thirty four Cents  
Damages & costs of Suit taxed at (20<sup>th</sup> 7, 90 & three of 12

Isaac Smith late of Worthington in the County of Hampshire Smith  
vs. Benjamin Lathrop of Worthington aforesaid Lathrop  
Deft in a Plea of Covenants broken as is set forth in Lathrop  
the Declaration on file &c, This action was entered at May  
Term last & continued from Term to Term to this Time  
& now at this Time neither party appearing in Court  
this Case is dismissed May 13. 1795

Solomon Long Esq<sup>r</sup> & Benjamin Nash Just<sup>s</sup> both of Pelham in Long & al  
the County of Hampshire vs. Joseph Childs Amos Galt Woodson Smith & al  
Smith & al  
Amos Galt Samuel both yeoman & Joseph both yeoman  
all of Hadley in the same County Deft in a Plea of Record  
of a Plea of the Case commenced before Honourable Matthew Esq<sup>r</sup>  
one of the Justices of the Peace for said County on May 5<sup>th</sup> last Review  
then & there prosecuted by Charles Windsor Samuel & Joseph  
against Benjamin & John in the words following viz  
"In a Plea of Trespass over the Case for that Solomon & Nash at  
Hadley aforesaid on June 10. 1792, was justly indebted to the  
Deft in the Sum of thirty three shillings & 6<sup>p</sup> for transporting

whereof Harriet of Earl Esqrs from Darford in the County of Dorset  
 in his to Harford in the State of Connecticut at New Haven  
 and in consideration thereof procured P. Phelps to pay them the  
 same on Demand - Y<sup>ts</sup> L<sup>ts</sup> Long & Nash the agents do here  
 never paid & Turn but ought it to the Damage of P. Phelps  
 thirty shillings - It is which Court before P. Phelps Judgment  
 was rendered that P. Phelps should Samuel & Joseph recover  
 against P. Long & Nash the sum of thirty three shillings  
 Debt or Damage & costs of Suit taxed at Seventeen shillings  
 and four pence, on which P. Judgment he was has spent  
 & the money been collected by an Officer of P. Long & Nash  
 which same Judgment P. Long & Nash say is wrong and  
 erroneous & they are thereby damaged the sum of seven  
 pounds, wherefore for reversing the P. Judgment and re-  
 covering back from P. Phelps Samuel & Joseph the  
 sum aforesaid with the price of P. Tax & the Officers fees  
 for collecting the same & for recovering Judgment against  
 P. Phelps Samuel & Joseph for Costs of Court they  
 bring this Suit - This before was intended in the Court  
 at May Term last when the said Parties appeared & agreed  
 to refer this Case to the Determination of David Septen Esq<sup>r</sup>  
 Hugh M. Miller Esq<sup>r</sup> & Mr. Dan<sup>l</sup> Billings the two of them  
 to every two of them to be final & - and that the Case was con-  
 tinued to the next Term & from thence to this Time - And now at  
 the Time the Parties aforesaid send into Court their Cases to wit  
 That said John & Benjamin recover against the P. Phelps Samuel  
 & Joseph Nine Dollars & sixty six Cents Damage &  
 eight Dollars & thirty seven Cents Cost of P. Proceedings & Costs of  
 Court to be taxed by the Court - Whereupon it is considered  
 by the Court that P. John & Benjamin do recover against the P.  
 Phelps Samuel & Joseph Nine Dollars & sixty six Cents  
 Damages & Costs of Suit & P. Proceedings taxed at \$26.75 & thereof  
 receive if P. 18 1795 -

John Wheeler of Greenwich in the County of Thompson, yeoman  
 App. 21. David Linnard of the same town with yeoman App. in a  
 Plea de vi et vii factis in the Declaration on the 10. This Case  
 was entered at May Term last and from thence continued from  
 Term to Term to this Time - and now at this Time the Court being  
 made to understand that the Petitioner appeared on another Case by  
 then upon it with all Demands & matters of Controversy in  
 which the Award of the Jurors included the Case, the Plaintiff  
 disanjoins this Case. — See No. 142

[illegible]

being had to this original Dued given from v<sup>o</sup> Noah Thompson & James  
to the v<sup>o</sup> Winchester it is hold. to v<sup>o</sup> Noah Thompson & James  
said Winchester by the same Dued is considered to be the v<sup>o</sup> Noah  
that at the Time of executing the Dued aforesaid he the v<sup>o</sup> Winchester  
was the true sole proper & lawful Owner & Possessor of the before  
granted premises with the before mentioned & had in himself  
Right & lawful Authority to sell & convey the same as aforesaid  
that he would secure & defend the v<sup>o</sup> Noah against the true  
just Claims or Demands of any Person whatever - now said  
Noah in fact says that v<sup>o</sup> Winchester at the Time of executing  
the Dued aforesaid, was not the true sole & lawful Owner of  
the before granted premises nor had he good right & lawful  
Authority to sell & convey the same, nor did he secure & defend  
the said Noah against the lawful Claims of any Person accord-  
ing to his Covenant aforesaid & said Noah has lost all his Ex-  
traordinary Cost & trouble & Labor upon the Lands mentioned and  
described in said Dued & all his Buildings made thereon  
& has been put to great Expense Cost & Trouble in defending  
the same Land in a Court of Law & so v<sup>o</sup> Winchester has  
broken his Covenant aforesaid to the Damage of v<sup>o</sup> Noah  
Two hundred & fifty pounds - This latter was entered in  
the Court at May Term last & continued to September Term then  
next - when the Plea appeared & the Deft. also came into Court  
& moves that he may Judgment in the Grant of v<sup>o</sup> Thomas  
Dumilton Noah Thompson & James Hamblors, & it is granted  
unto him, & then this case was from then continued to this  
Time - And now the Plea appears by Simon Strong  
Esq<sup>r</sup> his Att<sup>y</sup> & the Deft. by Phry Branch Esq<sup>r</sup> his Att<sup>y</sup> who  
depends & demands & recovering Liberty of pleading answ<sup>r</sup>  
on the Plea for Plea says he has kept & performed his Covenant  
aforesaid & not broken the same in manner & Form as the  
Plea in his Declaration has alleged & there of puts him self  
on the Country - And the Plea agreeing to v<sup>o</sup> Inverna  
how likewise does the same - The aforesaid Thomas  
Noah & James who have been summoned to appear at this  
Time to warrant do, being now called under the Penalty  
of appearance in Court - A Jury at this Time ret-  
turned & impanelled according to the Statute & being  
sworn to try ye Issue shewd upon their Oaths that Plea and  
the Deft. has kept & performed his Covenant & not broken  
the same - And thereupon it is considered by the Court  
that the v<sup>o</sup> Winchester do move against the v<sup>o</sup> Noah his Costs  
taxed at £ol. 29. 89 - Whereupon the v<sup>o</sup> Noah  
in his own person now lies in Court against from the Judg-  
ment of the Court to the Supreme Judicial Court to be holden  
at Northampton in & for the County of Hampshire on the  
last Tuesday of April next & he recognizes with Swites  
for his prosecuting the same with Expenses &c

Proffer Attorney of Blanford in the County of Hampshire March 29<sup>th</sup>  
Robert Blain Esq<sup>r</sup> late of Blanford Labourer & Samuel Ditor Esq<sup>r</sup> Blanford  
Imkeeper Sept<sup>r</sup> in a Plea of the Case for that v<sup>o</sup> Robert Blain at Blanford  
Blanford on November 1<sup>st</sup> last were jointly indicted to v<sup>o</sup> Ruffel on the  
sum of four hundred pounds - so much money there deposited for  
by the said Ruffel & the v<sup>o</sup> Blain & Ditor & Robert Blain

Sheweth  
Blain  
30<sup>th</sup> 1735

their else paid laid out expended & being so therein indebted they the said Robert & Samuel then & there in consideration thereof borrowed of Daniel Puffel to pay him the same sum on Demand. Yet Robert & Samuel tho' they ought to have not paid the same but neglected it to the Damage of Daniel Puffel Four hundred pounds. This Case was entered at May Term last and continued from thence from Term to Term to this Term. And now the Plea appears & the Deft. the Jur. times called to come into Court to make Default of Appearance here. Wherefore it is considered by the Court that the said Puffel do recover against the said Robert & Samuel nine hundred thirty three Dollars & thirty three Cents Damages & Costs of Suit taxed at Dollars 9. 87 & the exp. &c.

Exonors 20 1795

Puffel  
vs  
Cook  
May 4. 1795

Daniel Puffel of New York in the County of Hampshire Justices of the Peace vs Samuel Cook of the same Middlesex Deft in a Plea of the Case for that Samuel a Northampton of record on March 11<sup>th</sup> 1794 being indebted to the Plff in the sum of Ten pounds L. 10<sup>00</sup> he so much money before that Time by Samuel had & received to the Use of the Plff in Consideration thereof procured the Plff to pay him the same sum on Demand. Yet said Samuel tho' often requested has never paid the same but neglected it to the Damage of said Daniel Twenty pounds. This Action was entered in Court at May Term last & from thence continued from Term to Term to this Term. And now the Plea appears by Daniel Bigelow Esq<sup>r</sup> his Att<sup>y</sup> & the Deft by James Strong Esq<sup>r</sup> his Att<sup>y</sup> comes & responds & reserving Liberty to waive this Plea & plead anew on Trial of the Appeal pleads & says that the Bond mention'd in the Plff Declaration is not his Bond & that the said Daniel consenting to the above Provisions says that the foregoing Plea of the Deft is in sufficient in Law & pray Judgment. And the said Samuel says his plea is sufficient & all which being seen & understood it appears to the Court that the Plea of the said Samuel by him pleaded is an insufficient answer to the Declaration of the said Daniel & ought not to preclude him from having & maintaining his said Action. Therefore it is considered that Daniel do recover against Samuel Thirty three Dollars and thirty three Cents Damages & Costs of Suit taxed at

Whereupon the said Samuel by his Att<sup>y</sup> & said appeals from the Judgment of the Court to the Supreme Judicial Court to be holden at Northampton in the County of Hampshire on the last Tuesday of April next. & he agrees with the Court for Samuel prosecuting & Appeal with Effect &c.

Lathrop  
vs  
Septin  
May 8. 1795

Benjamin Lathrop of Worthington in the County of Hampshire Deft vs Septin of the same Worthington Gent<sup>l</sup> Plff in an Ass<sup>t</sup> of Trespass for that Septin a Northampton on or near 6<sup>th</sup> last unlawfully & without any justifiable Cause took from Septin three white hind pigs belonging to the said Benjamin & him unlawfully detained to this day to the Damage of Benjamin Forty pounds. This Case was entered in the Court at May Term last & from thence continued to September Term last when the Plff appeared & the Deft by a Northampton who is now come & responds the Court & Jurors when he says that the said Benjamin in action brought against Septin does not say or maintain because he says that the Property of the said Pigs at the Time of the taking above supposed to be was in

William Worthington then such above via at Northampton a Juror and  
not in the said Benjamin said that the said Noah is ready to verify  
wherefor he prays Judgment if the said Benjamin his action aforesaid  
ought to have or maintain & that a Return of the Plea may be  
adjudged to him — And for further Plea in the premises  
by Leave of the Court for that purpose first had & obtained the said  
Noah says that the said Benjamin his action aforesaid against the  
said Noah ought not to have or maintain because he says that the  
Property of the said Plea at the Time of the taking above supposed  
to be now in our John Peter then aged & alive via at Northampton  
aforesaid & not in the said Benjamin & this said Noah is ready  
to verify wherefor he prays Judgment if the said Benjamin  
his action aforesaid against the said Noah ought to have or  
maintain & that a Return of the said Plea may be adjudged  
to him — After which this Case was continued to this Term

And now the Plea appears by Thomas Gold Gent. his Att<sup>y</sup> &  
receiving Liberty of moving this Plea & pleading anew at the  
Supreme Judicial Court Agreeing also that the s<sup>d</sup> Noah shall  
at all Times hereafter have the Advantage of a Verdict in  
the same manner & Effect as the this Cause was tried & as if  
it had been given against him at this Term for Plea says  
that the aforesaid Pleas of the s<sup>d</sup> Noah are in sufficient in Law  
to bar him the said Benjamin from having & maintaining  
his action aforesaid against the said Noah & then he is ready to  
verify wherefor he prays Judgment &c.

And the said Noah consenting to s<sup>d</sup> Reservation says that the Pleas  
aforesaid are sufficient in Law to bar the s<sup>d</sup> Benjamin  
from having & maintaining his action aforesaid against  
him the said Noah & therefore he prays Judgment —

All which being seen & understood it appears to the Court  
that the Pleas aforesaid of the said Noah & the Matters therein  
contained is a full & sufficient Answer to the Declaration  
of the said Benjamin & that he the s<sup>d</sup> Benjamin by his Plea  
aforesaid ought to receive nothing &c. Therefore it is considered  
by the Court that s<sup>d</sup> Benjamin by his Plea aforesaid do re-  
ceive nothing but that for his general Claim he be in Man-  
ner &c. And it is further considered that said Noah do  
do recover Judgment against s<sup>d</sup> Benjamin for the Restora-  
tion of the Horn replevied & for his Costs taxed at

Whereupon the s<sup>d</sup> Benjamin by his Att<sup>y</sup>  
aforesaid appeals from the Judgment of this Court to the  
Supreme Judicial Court to be holden at Northampton in  
& for the County of Hampshire on the Tenth Sunday of April  
next & he agrees with Justice for s<sup>d</sup> Benjamin pro-  
curing s<sup>d</sup> Appeal with Effect &c.

John Wright of Northampton & John Phelps of Chester both in the County  
of Hampshire Jurors Deputies Trade P<sup>rs</sup> & Jurors Gen late of Northampton  
in the same County yeoman an absconding Debtor & John Ellis of  
Chester aforesaid William Wright & William Wood of St. Charles Innholder  
Agents & Factors of s<sup>d</sup> Jonas Dyett in a Plea of the Case for that the s<sup>d</sup>  
Jonas at s<sup>d</sup> Chester on August 7<sup>th</sup> last being indebted to s<sup>d</sup> Wright  
& Phelps in the Sum of four pounds & four Shillings for divers  
Goods Wares & Merchandises then before that Time sold & delivered  
him s<sup>d</sup> Jonas at his special Request in Consideration thereof pro-  
mised the P<sup>rs</sup> to pay them the same Sum on Demand of s<sup>d</sup> the

Wright &amp; c.

Geer &amp; c.

May 57 1795

of the requested said Jones has not paid the same but by judgment it is the  
 Damage of \$<sup>d</sup>. Wright & Phelps Trustees - and \$<sup>d</sup>. Jones has absconded  
 with the Commonwealth & consents himself so as his Goods cannot  
 be come at & be attached in a Term, Ellis & Nathan Wood & said said  
 Goods <sup>which cannot be come at to be attached</sup> ~~which cannot be come at to be attached~~  
 Good, &c. This action was entered in the Court at May Term last  
 when the said John & Nathan the Trustees of said said came into Court  
 & being sworn according to the Statute in such Cases made  
 may be seen filed in another Case at the same Term see N<sup>o</sup> 59  
 whereon it was considered by the Court that \$<sup>d</sup>. Jones be allowed  
 their Costs taxed at L<sup>ts</sup>. 2. 8. And then this Case was continued  
 to September Term & from thence to the Term and now the P<sup>ty</sup>  
 appears & the \$<sup>d</sup>. Jones the three Times called to come into Court ma  
 kes Default of appearance here wherefore it is considered by the Court  
 that \$<sup>d</sup>. Wright & Phelps do recover against \$<sup>d</sup>. Jones Twenty Dollars  
 Damages & Costs of Suit taxed at Doll<sup>rs</sup>. 10. 82 & there of &c.

Williams  
 vs  
 Geer & Co  
 May 28 1798

Charles Williams of Norwich in the County of Hampshire yeoman  
 P<sup>ty</sup> vs Jonas Geer late of the same Norwich yeoman an Absconding  
 Debtor & John Ellis Carpenter & Nathan Wood Sunholder both of Col<sup>ts</sup>  
 in the County of said Agents & Trustees of \$<sup>d</sup>. Jones P<sup>ty</sup> in a Plea  
 of the Case for that \$<sup>d</sup>. Jones at \$<sup>d</sup>. Norwich on December 25. 1793 by his  
 Note for Value rec<sup>d</sup> procured the P<sup>ty</sup> to let him have the Use of  
 his Sawmill for some days when in Order for Burning when said  
 Charles should choose & when there was no Logs in the way to let him  
 cut & saw as many as he requested on May 1<sup>st</sup> this next following when  
 said \$<sup>d</sup>. Charles had the Use of \$<sup>d</sup>. mill according to the promise made  
 by an Act now hath turned to the P<sup>ty</sup> to have demand a reason  
 of \$<sup>d</sup>. Jones the Value of the Use of said mill for Quarter last  
 which the P<sup>ty</sup> avers to be Four pounds & four shillings & that the  
 \$<sup>d</sup>. Jones the requested has not paid the same, but has absconded with  
 of the Commonwealth & consents himself & his Effects that nothing  
 can be come at to be attached & that John Ellis & Nathan Wood  
 the Trustees of said said have his Child<sup>ren</sup> &c. to the Damage of said  
 Charles Ten pounds This Action was entered in Court at May Term  
 last ~~and~~ when the said John & Nathan the Trustees of said said appear  
 ed in Court & being sworn as the Statute in such Cases made  
 directly declare upon their Oaths as may be seen filed in another Case  
 at the same Term N<sup>o</sup> 59. And it was then considered that  
 the \$<sup>d</sup>. John & Nathan be allowed their Costs taxed at L<sup>ts</sup>. 2. 8  
 And then this Case was continued to the next Term & from  
 thence to the Term And now the P<sup>ty</sup> appears & the \$<sup>d</sup>. Jones the  
 three Times called to come into Court makes Default of appearance  
 here wherefore it is considered by the Court that said  
 Charles do recover against the \$<sup>d</sup>. Jones Twenty Dollars Damages  
 & Costs of Suit taxed at Doll<sup>rs</sup>. 10. 44 & there of &c.

Geer  
 vs  
 Williams  
 May 28 1798

Jonas Geer late of Norwich yeoman an Absconding  
 Debtor & John Ellis Carpenter & Nathan Wood Sunholder both of Col<sup>ts</sup>  
 in the County of said Agents & Trustees of \$<sup>d</sup>. Jones P<sup>ty</sup> in a Plea  
 of the Case for that \$<sup>d</sup>. Jones at \$<sup>d</sup>. Norwich on December 25. 1793 by his  
 Note for Value rec<sup>d</sup> procured the P<sup>ty</sup> to let him have the Use of  
 his Sawmill for some days when in Order for Burning when said  
 Charles should choose & when there was no Logs in the way to let him  
 cut & saw as many as he requested on May 1<sup>st</sup> this next following when  
 said \$<sup>d</sup>. Charles had the Use of \$<sup>d</sup>. mill according to the promise made  
 by an Act now hath turned to the P<sup>ty</sup> to have demand a reason  
 of \$<sup>d</sup>. Jones the Value of the Use of said mill for Quarter last  
 which the P<sup>ty</sup> avers to be Four pounds & four shillings & that the  
 \$<sup>d</sup>. Jones the requested has not paid the same, but has absconded with  
 of the Commonwealth & consents himself & his Effects that nothing  
 can be come at to be attached & that John Ellis & Nathan Wood  
 the Trustees of said said have his Child<sup>ren</sup> &c. to the Damage of said  
 Charles Ten pounds This Action was entered in Court at May Term  
 last ~~and~~ when the said John & Nathan the Trustees of said said appear  
 ed in Court & being sworn as the Statute in such Cases made  
 directly declare upon their Oaths as may be seen filed in another Case  
 at the same Term N<sup>o</sup> 59. And it was then considered that  
 the \$<sup>d</sup>. John & Nathan be allowed their Costs taxed at L<sup>ts</sup>. 2. 8  
 And then this Case was continued to the next Term & from  
 thence to the Term And now the P<sup>ty</sup> appears & the \$<sup>d</sup>. Jones the  
 three Times called to come into Court makes Default of appearance  
 here wherefore it is considered by the Court that said  
 Charles do recover against the \$<sup>d</sup>. Jones Twenty Dollars Damages  
 & Costs of Suit taxed at Doll<sup>rs</sup>. 10. 44 & there of &c.

those wholly unsatisfied whereby Deftens hath agreed to vacate  
Plaint to have & recover the sum of said missing Silver pounds  
three shillings & nine pence with the interest of the same up  
until said Term has not paid the same but delays & it has  
been ordered by this Court in such case made, doth  
as his Effects that neither can be come at to be attached & that  
S<sup>r</sup> John & Nathan the Trustees aforesaid have his Goods &c  
to the Damage of S<sup>r</sup> Thomas Twenty pounds This Action was  
entered at the May Term last when the S<sup>r</sup> John & Nathan came  
into Court, & being sworn as the Statute in such Case made, doth

As on their Oaths testify & say that on the eighth day of January  
"A.D. 1795 We gave the said Jonas Geer two promissory  
"our Notes of that Date one for the sum of one hundred pounds  
"lawful money payable to S<sup>r</sup> Jonas Geer or Bearer on or before the  
"first day of January Seventeen hundred & ninety eight with  
"Interest & one other Note for one hundred pounds payable to said  
"Jonas or his Order on or before January 1<sup>st</sup> 1799 without Interest  
"from the Date, whether said Notes were or were not negotiable  
" & transferred to any Person by said Jonas at the Time of  
"the Service of the Writs We know not & which Notes We have  
"not paid & We had no other Effects Goods or Credits of said  
"Geer in our Hands at the Time of the Service of the Writs &  
"a Writ of Debt brought & Seth Phelps against S<sup>r</sup> Geer & as  
"Result was served on us at the same Time with this process  
"after which this Case was continued to the next Term & from thence  
to this Time And now the Deft appears & the S<sup>r</sup> Jonas the  
three Times called to come into Court neither Deft nor S<sup>r</sup> Jonas  
and here Wherefore it is considered by the Court that this S<sup>r</sup>  
Phineas do recover against the S<sup>r</sup> Jonas Thirty five Dollars & ninety  
seven Cents Damages & Costs of Suit taxed at 10<sup>th</sup> & therefor

Phineas Moxer of Norwich in the County of Hampshire Sheriff  
Plaint Jonas Geer late of S<sup>r</sup> Norwich yeoman an absconding Debtor  
or a John Ellis Carpenter & Nathan Wood Sheriff both of Chester  
in the same County Trustees of S<sup>r</sup> Jonas Deft in a Plea of the  
Case for that S<sup>r</sup> Jonas at S<sup>r</sup> Norwich on April 16. 1795 being  
indebted to the Plff in the sum of Six pounds six Shillings &  
two pence as a Ballance of book accounts, in Consideration  
whereof promised the Plff to pay him the same on Demand  
and also for that S<sup>r</sup> Jonas at S<sup>r</sup> Norwich on the Day aforesaid  
being indebted to the Plff in one other sum of Eighteen pounds  
three shillings for divers Goods &c then before that Time sold  
& delivered to S<sup>r</sup> Jonas at his request then & there in Considera-  
tion thereof promised the Plff to pay him the same on Demand  
of the request has not paid the same but absconded with  
of the Commonwealth & conceals himself & his Effects that  
neither can be come at to be attached & that the S<sup>r</sup> John & Nathan  
his Trustees & have his Goods &c to the Damage of S<sup>r</sup> Phineas  
Twenty pounds This Action was entered in the Court at the last  
May Term, when the said John & Nathan appeared in  
Court & were sworn as the Statute in such Case made, doth  
testify as with the last preceding Case & and thereupon it is con-  
sidered by the Court that the Costs be allowed them taxed at five  
Dollars & twenty eight Cents & that this Case be there continued  
to the next Term & from thence to this Time And now the

Moxer  
Geer & Leg<sup>t</sup>  
May 6<sup>th</sup> 1795

Plf appears & the said Jonas the three times called to come into Court makes  
Default of appearance here Wherefore it is considered by the Court  
that the said Thomas do recover against the said Jonas Twenty one Dollars  
& Three Cents Damages & Costs of Suit taxed at Dols 10.7 & three pds

Freeman

Geord at

May 61 1795

Joseph Freeman of Chester in the County of Hampshire yeoman  
Plf vs Jonas Geord late of Norwich in the County of Hampshire yeoman  
an absconding Debtor & John Ellis Carpenter & Nathan Wood Joint  
holders both of Chester aforesaid Trustees of Jonas Defts in a Plea  
of the Case for that the said Jonas at Chester aforesaid on November 21<sup>st</sup>  
1793 by his note for Value and promised the Plf to pay him or Order  
Seven Pounds and put up Good merchandise then lost & for before  
June 1<sup>st</sup> then next year the said Jonas hath not paid the same such  
part was then thousand Pounds. Boards, the others requested back  
neglects it & has absconded out of the County now wealth & so con  
victs him self & Efforts that justice can be done as to be attached  
and that the said John & Nathan have his Creditors to the Damage  
of said Joseph twelve pounds. This Case was entered at the  
last May Term when the said John & Nathan appeared in Court  
& being sworn as the White in such Case provided directly de  
clared upon their Oath as may be seen in the files of this Court at  
this Time No. 59 and their Account for Costs taxed at Three  
Dollars & seventy eight Cents is allowed & after which the Case  
was continued to the next Term & from there to this Term  
And now the Plf appears & the Defts the said Jonas being three  
times called to come into Court makes Default & appears  
here wherefore it is considered by the Court that said  
Joseph do recover against the said Jonas

Damages & Costs of Suit taxed at Dollars

10.82 & three pds

Seabright

Geord at

May 62 1795

Blackburn Trustor of Norwich in the County of Hampshire yeoman  
Plf vs Jonas Geord late of Norwich in the County of Hampshire yeoman  
John Ellis Carpenter & Nathan Wood Joint holders both of Chester in  
the County of Hampshire Trustees of the said Jonas Defts in a Plea  
for that the said Jonas at Norwich on November 14<sup>th</sup> 1794 was indebted  
to the Plf in the sum of nine pounds eleven shillings for the  
work done labour & diligence of the Blackburn as a Physician of the  
County of Hampshire that some days performed & also to  
provide medicines & Physic provided & delivered to him in consideration  
thereof the said Jonas promised the Plf to pay him the same on de  
mand with Interest up to the amount of Nine pounds ten shillings  
the said sum being paid to the Plf on the 15<sup>th</sup> of the said month of  
December 1794 which said sum the said Jonas has not paid & has absconded  
out of the County now wealth & so convicts himself & his Efforts  
as the same to be attached and that the said John & Nathan have his  
Creditors to the Damage of Blackburn Twelve pounds

This Case was entered in this Court at May Term last when the  
said John & Nathan appeared in Court & being sworn as the  
White in such Case have provided directly declared upon their Oath as  
may be seen in the files of this Court & after which the Case was  
continued to the next Term & from there to this Term & now the Plf  
appears & the Defts the said Jonas being three times called to come into Court  
makes Default & appears here wherefore it is considered by the Court that said  
Blackburn do recover against the said Jonas

after which this Case was continued to the next Term & from thence  
 to this Time — And now the Plaintiff appears & the Defendant the three Times  
 called to come into Court under Default of Appearance  
 here. Wherefore it is considered by the Court that the Plaintiff do recover  
 against the Defendant Twenty two Dollars & seventy six Cents Damages &  
 costs of Suit taxed at 10s 7d & thereupon.

Isaac Joy of Lancaster in the County of Berkshire Plaintiff  
 Daniel Bulver late of Cambridge in the County of Hampshire Defendant  
 in an accounting Debtor & Creditor in the said County of Hampshire  
 Plaintiff against a Trustee of the said Daniel Deft in a Plea of the Case for  
 that the said Daniel at Northampton aforesaid on January 22<sup>nd</sup> 1793  
 by his note for value received promised the said Isaac to pay him Two pounds  
 Ten Shillings & eight Pence on Demand with Interest thereon & the said  
 the said Isaac has never performed his said Promise but refuses to do so  
 to the Damage of said Isaac Ten pounds — That the said Daniel is  
 an able and Debtor & that the said Comfort is Agent & Trustee of said  
 Daniel & has in his hands Good Efforts & Credit of the said Daniel which  
 he refuses to expose to view &c — This Action was entered in the  
 Court at May Term last where the said Comfort appeared in  
 Court & being sworn testified on his Oath that some Time in  
 November last he gave said Daniel two Notes one for Seven  
 pounds & Ten Shillings payable in about six years with Interest  
 the other for thirty three of all wool milled Cloth payable at the  
 same Time — also two other Notes one for Seven pounds ten  
 Shillings payable in about two years on Interest & the other  
 for thirty six yards of all wool full & Cloth payable in about  
 two years not on Interest — And this Case was continued  
 to the then next Term & from Term to Term to this Time  
 And now the Plaintiff appears & the said Daniel the three Times  
 called to come into Court under Default of Appearance  
 here — Wherefore it is considered by the Court that the said  
 Isaac do recover against the said Daniel Nine Dollars & eighty six  
 Cents Damages & Costs of Suit taxed at 12s 4d and  
 thereupon  
 Given at New York 15<sup>th</sup> 1796

Copy  
 as  
 Given at  
 May 29 1795

Nathan Viles of Wilbraham in the County of Hampshire Plaintiff  
 Robert Parker of Ludlow in the same County Defendant  
 Plaintiff Deft in a Plea of the Case for that the said Robert at  
 Northampton on January 22<sup>nd</sup> 1794 by his note for value received  
 promised the Plaintiff to pay him Thirty nine pounds & 10s on  
 Demand with Interest till paid & the said Robert has neglected  
 to pay the same but agrees to the Damage of said  
 Plaintiff fifty pounds — This Case was entered in Court  
 at May Term last & continued from Term to Term to this  
 Time — And now the Plaintiff appears & the Deft the three Times  
 called to come into Court under Default of Appearance  
 here — Wherefore it is considered by the Court that the said Nathan do  
 recover against the said Robert One hundred and four Dollars  
 & fourteen Cents Damages & Costs of Suit taxed at 9s 10d  
 & thereupon the said Robert is a bankrupt & his estate is under the  
 & appeal from the Judgment of this Court to the Supreme Court  
 to be holden at Northampton in the County of Hampshire on the last  
 Tuesday of April next & he gives security with Charles for the said Robert's  
 appearance

Copy  
 as  
 Parker  
 May 29 1796



Adam Beal Hunt of Goshen in the County of Hampshire yeoman Plaintiff  
vs  
Rufus Brown of Deerfield in the same County yeoman Defendant  
The Case for that I Rufus a Defendant appeared on September 4<sup>th</sup>  
1795 by his Note for Value recd, procured the Plaintiff to give  
by four pounds in four months with Interest. But the Plaintiff  
afterwards has not paid the same back in full to the Defendant  
age of said Adam thirty pounds. The Action was entered at the  
May Term last & continued from Term to Term to this Time  
And now the Plaintiff in the Defendant's Name being called to  
come into Court makes Default of Appearance here whereupon it  
is considered by the Court that Adam do recover against R.  
Rufus Seventy four Dollars & eight pence Costs Damages & Costs  
of Suit taxed at 10<sup>cts</sup> 14<sup>cts</sup> & thereupon in the Court 18 1795

Beal  
as  
Arms  
May 13<sup>th</sup> 1795

Joseph Potter of Buckland in the County of Hampshire yeoman Plaintiff  
vs  
John Lewis Stewart Taylor of the same Buckland yeoman Defendant  
The Case as is set forth at large in the Declaration on File. This  
Action was entered at the May Term last & there continued from  
Term to Term to this Time And now at this Time neither Party  
appearing in Court this Action is dismissed

Potter  
Taylor  
May 19<sup>th</sup> 1795

David Ermoner of Greenough in the County of Hampshire yeoman  
Plaintiff vs  
John Wheeler of the same Greenough yeoman Defendant  
The Case as is at large set forth in the Declaration on File  
This Action was entered in the Court at May Term last & there  
there continued to September Term then up, when the said  
Parties appeared in Court & agreed to refer this Case & all other  
Suits & Demands & all Notes now due & payable & all Notes  
payable hereafter to the Judgment & Determination of William  
Brewsterbridge Joseph Breorning Esq & Martin Kingsley Esq.  
the Award of them or any two of them to be final to be returned  
into the Court Judgment to be made up & executed  
accordingly. And thereupon this Case was then continued to  
this Time And now the Referees aforesaid send into  
Court their Award, to wit: That the said David Ermoner recover  
of the said John Wheeler Fifty two pounds eleven Shillings  
Sixpence or Damages with the Costs Six pounds six Shillings & two  
pence And also the Costs of their several Actions pending  
in the Court of Common Pleas for the County of Hampshire  
Ermoner vs Wheeler which were submitted in this Court  
the Cost of Court to be taxed by the Court And that the  
said John Wheeler recover of the said Ermoner the Cost of Court upon  
the Award Wheeler vs Ermoner pending as aforesaid to be taxed by  
the Court After which I Referees certify that I Wheeler have  
paid 4 Dollars to Ermoner & the Costs of the Court being  
2<sup>cts</sup> 2<sup>cts</sup> 1<sup>cts</sup> paid equally by the Parties which Award is made  
And it is thereupon considered by the Court that the said David  
do recover against the said John One hundred Sixty eight Dollars &  
Fifty Cents Damages & Costs of Suit & thereupon in the  
Court 26 1796

Ermoner  
as  
Wheeler  
May 14<sup>th</sup> 1795



Considered Bond of Highway in the County of Hampshire  
 James Indignoff of the same County, Blacksmith by John a Plea  
 of Indignoff the Case for that s<sup>d</sup> James do s<sup>d</sup> Consider in March 13<sup>th</sup>  
 1794 by his Note for Value and promised said Consider to pay  
 him Eight pounds in Bargain & Cash in October 5<sup>th</sup>  
 then next with the said said James the defendant has not paid the  
 same but neglects it to the Damage of said Consider Twelve pounds  
 The Case was entered at my Term last when the Plaintiff &  
 the Def<sup>t</sup> the three Times called to come into Court under Default  
 of Appearance. And the Case was continued in Judgment to  
 the Time and now the Plaintiff appears & prays Judgment & it  
 is considered by the Court that s<sup>d</sup> Consider do recover against the  
 s<sup>d</sup> James Twelve pounds & thirty four Cents Damages & Costs  
 of Suit taxed at Dollars 1. 96 & therefore May 25 1795

Indignoff  
 May 15 1795

Samuel Smith of Charlestown in the County of Chesapeake & State  
 of New Hampshire Esq<sup>r</sup> & Jonathan Smith of this date in the County  
 of Windham & State of Vermont Esq<sup>r</sup> & Brad Smith of the same  
 Windsor Esq<sup>r</sup> & Eliza Smith of Northfield in the County of Hamp-  
 shire Esq<sup>r</sup> Executors of the last Will & Testament of Anna Smith  
 late of s<sup>d</sup> Northfield Widow dec'd s<sup>d</sup> s<sup>d</sup> or Hannah Willmings of Pitt-  
 field in the County of Berkshire Widow Def<sup>t</sup> in a Plea of the Case  
 for that s<sup>d</sup> Hannah at Pittfield on 24<sup>th</sup> March 1791 on September 17<sup>th</sup>  
 1791 by her Note for Value and promised s<sup>d</sup> Anna then living to  
 pay her Eight pounds five shillings & six pence & s<sup>d</sup> s<sup>d</sup> one  
 year with Interest but said s<sup>d</sup> Hannah the defendant never paid  
 the same to said Anna in her Life Time nor to s<sup>d</sup> Executors since  
 s<sup>d</sup> Anna's Death but neglects it to the Damage of s<sup>d</sup> Executors  
 One hundred pounds This action was entered in the Court at  
 May Term last & continued from Term to Term to the Time  
 and now the Plaintiff by Isaac Strong Esq<sup>r</sup> their Att<sup>y</sup> the  
 Def<sup>t</sup> by Thomas Gold Esq<sup>r</sup> her Att<sup>y</sup> who defend the Force &  
 Injury as her own & says that she never promised the s<sup>d</sup> Anna  
 in her own & Term as the said Executors in their Declaration  
 aforesaid have alleged & though, with herself & the Court  
 and the Plaintiff likewise A Jury at the Time returned &  
 in personell as the Law requires, being sworn to try the True  
 declare upon their Oath that they find the Def<sup>t</sup> did promise in  
 manner & Term as set forth in the Declaration & a just Damages  
 give at Three hundred twenty five Dollars & sixty nine Cents  
 And then upon it is considered by the Court that the s<sup>d</sup> Samuel  
 Jonathan & Eliza in their s<sup>d</sup> Capacity do recover against  
 the s<sup>d</sup> Hannah Three hundred twenty five Dollars & sixty nine  
 Cents Damages & Costs of Suit taxed at Dol<sup>r</sup> 20. 71

Samuel Esq<sup>r</sup>  
 Willmings  
 May 15 1795

Whereupon the s<sup>d</sup> Hannah by her Att<sup>y</sup> aforesaid appeals, prori  
 the Judgment of the Court to the Supreme Judicial Court  
 to be holden at Northampton aforesaid on the last Tuesday of  
 April next & he recognises with Sureties for s<sup>d</sup> Hannah, not  
 entering s<sup>d</sup> Appeal with Effect &c.

William Pynchon of Tarrytown in the County of Hampshire  
 Esq<sup>r</sup> & Treasurer of said County of Hampshire who as well for the  
 said County as for himself s<sup>d</sup> s<sup>d</sup> or Lemuel Smith of said  
 in the County of Hartford & State of Connecticut Esq<sup>r</sup> Def<sup>t</sup> May 16 1795  
 make Plea that to the said William sum as aforesaid the said  
 Lemuel under the sum of one hundred pounds which to the said  
 William Treasurer as aforesaid having as aforesaid the s<sup>d</sup> Lemuel owes  
 & prori him versus the s<sup>d</sup> Lemuel & whereupon the s<sup>d</sup> William complains

Pynchon Treas<sup>r</sup>  
 Smith  
 May 16 1795

[illegible]

Benjamin Cooney of Littleton in the County of Sherburne & State of New  
 York yeoman Plaintiff vs. Minnae, Deb of Granville in the County of  
 Hampshire an orphan & Adm'r of said Minnae, woman Defendant in  
 the Case for that said Minnae a Deb of Granville on March 12  
 1794 by this Note for Value recd, promised & Minnae to pay him  
 twenty pair of good merchantable Mans. Shoes in six weeks. & for  
 said Minnae in default performed & Minnae taking suit  
 in the Damage of said Debtor twenty pounds. This when was  
 entered in the Court at New Term last when the Plaintiff appeared & the said  
 Minnae one of the Depts. appeared & who ordered her removed  
 being three Times called to come into Court, the default of appearance  
 in Court & the Case was continued for Judgment to the Time  
 and now the Plaintiff appears & the Defendant is considered  
 by the Court that the Debtor do recover against the said Minnae Twenty  
 four Dollars & ten Cents Damages & Costs of such taxed at Dollars  
 14. 96 & thereof &c

Cooney  
 vs  
 Redout  
 May 182 1795

Exon of Dec 1 1795

John Phelps of Granville in the County of Hampshire Great Plaintiff  
 vs. Baker Croff of London in the County of Berkshire yeoman & an abroad  
 vs. Debbor & Schabod Brooks of London who said yeoman  
 Legals & Trustee of said Baker Defendant in the Case for that  
 said Baker said Granville on March 31. 1794 by his Note for  
 Value recd, promised & John to pay & deliver him four pounds  
 ten shillings in good merchantable Lumber by January 1. 1796  
 & in cash paid with Interest. Also for that said Baker & Debbor & Granville  
 on August 14th last by his other Note for Value recd promised &  
 John to pay him two pounds for interest shillings & 10. on Demand  
 with Interest. Yet said Baker the requested has not performed his  
 said promise but neglects it & has absconded & so come at  
 himself & his Efforts that neither can be come at to be attached &  
 that the said Debbor is Trustee of said Baker & has his Goods &c to  
 the Damage of said John Twenty pounds. This when was entered in  
 this Court at May Term last when the said Debbor appeared  
 & being sworn according to the Statute in such Case provided she  
 stated upon his Oath that about the last of January or February  
 last he gave said Baker Croff a Note for seven pounds & 10. shillings  
 worth of Lumber to be delivered at his will the last day of  
 May Instant. That he also gave said Croff a Note for eight  
 pounds & 10. shillings payable June 1. 1796 & which Notes are now  
 unpaid. The Legals Costs taxed at two Dollars are allowed  
 and the Case was then continued to the Time and now the  
 Plaintiff appears & the said Baker the three Times called to come into  
 Court without appearance here wherefore it is  
 considered by the Court that the said John do recover against  
 the said Baker Thirty seven Dollars & ten Cents Damages  
 & Costs of such taxed at Dollars 10. 43 & thereof &c

Phelps  
 vs  
 Croff & Legals  
 May 183 1795

Exon of Dec 1 1795

Watersman  
27  
Walker  
May 1880 1795

Petey Watersman of Blanford in the County of Hampshire single woman her husband who was by her next Friend John Diver of said Blanford yeoman Plaintiff Timothy Walter of the same Blanford yeoman Deft in a Plea of Suspense on the Case as is at large set forth in the Declaration on File do, This Action was entered at May Term last & there continued to the Sept ember Term last when the said Parties appeared and agreed to refer this Case to the Judgment & Determination of Timothy Robin son Justice & Edmund & Saul Hunter Esqrs the Award of them or any two of them to be final to be returned to the Court Judgment to be made up & Executed accordingly. & After which this Case was continued under the Rule aforesaid to this Term, &c. Now the said Parties appear & the Jurors aforesaid send into Court their Award to wit That the said Petey by her next Friend John Diver recover of P Timothy Twenty Dollars Damages & Costs of the Cause taxed at twenty seven Dollars & the Costs of Court to be taxed by the Court & which Award is accepted & it is considered by the Court that P Petey do recover against P Timothy Twenty Dollars Damages & Costs of Court & Expenses being in the whole Fifty seven Dollars & ten Cents & Penalties Upon of Dec: 1 1795

Bancroft W  
book  
May 195 1795

John Bancroft of East Windsor in the County of Hartford & State of Connecticut yeoman Plaintiff Moses Cook of London in the County of Berkshire yeoman Deft in a Plea of the Case for that Moses at Northamstead viz at Cranville in the County of Hampshire on October 5 1787 by his Note, the said Moses, promised P John to pay him four pounds ten shillings & the worth of meat Cattle or Grain by November 1 1788 with Interest & And also for that Moses and P Cranville on May 4<sup>th</sup> 1795 was publicly indebted to P John in the Sum of Ten pounds & 10<sup>th</sup> for the like Sum of Money by him Moses received & to the Use of P John & in Consideration thereof, he received said John to pay him the same Sum on Demand & that Moses the other requested has not performed his Promises but neglects it to the Damage of P John Twenty pounds & This Case was entered at May Term last & continued to this Term & now the Deft appears by Counsel John Hunt Esq: & the Plaintiff by P Esq: & says he never promised the P John in manner & Form as the John in his Declaration against him hath alleged & that he puts him self upon the Country & And the P John likewise

And the said Moses for his Plea in the behalf of John of the County of Berkshire purpose to shew & sheweth that the said John ought not to have or recover from him P John against him the said Moses because he says that the said Cause of Peter mentioned in the P John's Declaration did not arise within the Year of six Years next before the Commencement of the aforesaid Action is

manner & Form as the P. John in his Declaration hath alleged & that  
 the P. Moses is ready to verify, whereupon he prays Judgment of the P.  
 John ought to have or maintain his said Action against him  
 And the P. John as to the Plea of the P. Moses by him feignedly above  
 pleaded in bar says that he ought not to be barred from having  
 or maintaining his aforesaid Action against him the P. Moses  
 because he says that the Cause of Action mentioned in the said  
 Declaration did accrue within the Space of six years next  
 before the Commencement of the aforesaid Action in manner  
 & Form as the said John in his Declaration against the said  
 Moses hath alleged & that he prays may be enquired of by  
 the Country And the said Moses likewise

A Jury at the Time returned & impanelled as the Law directs being  
 sworn to by the Judge declare upon their Oath that they find the said  
 Moses did procure in manner & Form as the P. John in his Declaration  
 hath alleged & that the Cause of Action mentioned in the said Declaration  
 & Pleadings did accrue within the Space of six years next before  
 the Commencement of the aforesaid Action & that Damages for  
 the Breach thereof the Sum of twenty two Dollars & twenty eight  
 Cents And therefore it is considered by the Court that the said  
 John do recover against the P. Moses Twenty two Dollars & twenty eight  
 Cents Damages & Cost of such taxed at Dollars 20. 28 & thereof  
 Execor of Dec: 1 1795

Samuel Brewer of Northfield in the County of Hampshire Tinsmith Brewer  
 as Plaintiff Park of Bernardston in the same County against Defendant  
 a Plea of the Case for that J. Reuben at Northampton on February 10th 1795  
 being indebted to the P. in the Sum of £4. 3. 5 1/4 Part  
 Lett to call the Account annexed to the Writ then & there in  
 Consideration thereof promised the P. to pay him the same Sum  
 & Interest on Demand Yet J. Reuben the requested has ever since  
 the same hath neglected to the Damage of P. Samuel eight pounds  
 May 20 1795

This Action was entered at May Term last & continued to this Time  
 And now the P. appears & the Def. tho' three Times called to  
 come into Court under O. fault of Appearance here whereupon  
 it is considered by the Court that the said Samuel do recover against  
 the said Reuben sixteen Dollars & eight Cents Damages & Cost of  
 such taxed at Dol: 10. 54 And whereupon the P. Reuben  
 by Solr Vose Gent. his Att. came into Court & appeals from the  
 Judgment of this Court to the Superior Judicial Court to be holden  
 at Northampton in & for the County of Hampshire on the last  
 Tuesday of April next & he recognizes with Sureties for J.  
 Reuben prosecuting & appeal with Effect &c

Nathan Cobb of Montague in the County of Hampshire Plaintiff  
 Bandman P. of Leicester Arms & Soldier. And now both  
 of Deerfield in the same County against Defendant in a Plea Armed at  
 of the Case for that J. Lemuel & John A. Montague on  
 November 22 1794 by their Note for Value recd. procured the  
 P. to pay him Seven pounds on April 1st then next in which  
 from February 1st then next Yet J. Lemuel & John A. Montague the  
 requested have not paid the same but neglected to the Damage  
 of P. Cobb fifteen pounds This Case was entered in this Court  
 May 21 1795

at May Term last & continued to this time - And now the Appellant  
vs the Deft, the three Times called to come into Court to make Default of  
appearance here When for it is considered by the Court that the said  
Nathan do recover against the S<sup>d</sup> Samuel & Solomon Twenty four  
Dollars & forty cents Costs Damages & Costs of Suit taxed at 10<sup>cts</sup>  
8<sup>cts</sup> 5<sup>cts</sup> & through de Exon<sup>o</sup> Nov. 17. 1795

Harvey App<sup>t</sup>  
vs  
Whitler  
May 221 1795

John Harvey of Deerfield in the County of Hampshire Appellant vs  
Sol Whitler of Deerfield in the same County Defendant from the  
Judgment of Isaac Parsons Esq<sup>r</sup> Justice of the Peace in which Case the said  
Sol was App<sup>t</sup> & the said John was Deft in a Plea of the Case as is  
set forth in the Declaration on File - This Cause was  
entered at May Term last & continued to this Term and now  
the Appellant appears by Simon Strong Esq<sup>r</sup> his Att<sup>y</sup> & the Defendant  
by John Esq<sup>r</sup> his Att<sup>y</sup> - The Court have heard the Appellant  
in his Plea in bar of this Action & the Answer by the Defendant one of  
Opinion that this Action cannot be sustained de The Appell<sup>t</sup>  
moves that his Costs may be allowed him & in this is considered  
by the Court that the S<sup>d</sup> John do recover against the S<sup>d</sup> Sol his Costs  
taxed at 20 Dollars 10<sup>cts</sup> 14<sup>cts</sup> & three of de Exon<sup>o</sup> Nov 20 1795

Gather  
vs  
Purdish  
May 229 1795

Martha Gather of Gosham in the County of Hampshire Widow  
App<sup>t</sup> vs John Purdich late of Shelburne a free<sup>d</sup> Gent<sup>l</sup> an absconding  
Debtor & John Walker late of the same Shelburne Gent<sup>l</sup> Trustee to S<sup>d</sup>  
Purdich Deft in a Plea as is set forth in the Declaration  
on File - This Action was entered at May Term last when  
the said Walker the three Times called made Default of appearance  
in Court - And this Case was then continued to this Term  
And now neither Party appearing in Court the Case is dismissed

Holden  
vs  
Holden  
May 243 1795

John Holden of Rutland in the County of Hampshire App<sup>t</sup> vs  
John Holden late of Rutland in the same County a woman  
Deft in a Plea as is set forth in the Declaration on File - This  
Case was entered at May Term last & continued to this Term -  
And now neither Party appearing in Court the Case is dismissed

Loche App<sup>t</sup>  
vs  
Foster  
May 249 1795

John Loche of Deerfield in the County of Hampshire App<sup>t</sup> vs  
Isaac Foster late of Greenfield in the same County a woman  
Def<sup>t</sup> from the Judgment of Isaac Parsons Esq<sup>r</sup> Justice of the Peace in  
a Plea Case S<sup>d</sup> Isaac was App<sup>t</sup> & John Deft in a Plea as is  
set forth in the Declaration on File - This Appeal was entered  
at May Term last & continued to this Term - And now at  
the Time neither Party appearing in Court the Action is dismissed

Flower  
vs  
Clark  
May 266 1795

Thomas Flower of Westfield in the County of Hampshire App<sup>t</sup> vs  
Robert Clark late of Westfield in the same County a woman  
Deft in a Plea of the Case for that Robert & Clark  
Living full on May 10<sup>th</sup> last by his Will for Value rec<sup>d</sup> & promised  
him & his heirs to pay him or them 25 Qu<sup>rs</sup> of well seasoned  
white pine & spruce as on the same Day S<sup>d</sup> Robert entered the  
same work & ordered the said Robert to be paid for the same in Value  
received whereof S<sup>d</sup> Robert had notice & in consideration

tho<sup>of</sup> promised the Def<sup>t</sup> to pay him the same accordingly - Yet the said  
 John the often requested hath not fulfilled his said promise but neglects it  
 to the Damage of s<sup>r</sup> Francis Flower more pounds - This action was  
 entered at May Term last & continued to this Time & now the  
 Pl<sup>ff</sup> appears & the Def<sup>t</sup> tho<sup>of</sup> the Time called to come into Court  
 makes Default of appearance - Wherefore it is considered by  
 the Court that s<sup>r</sup> Francis do recover against the s<sup>r</sup> John the sum of  
 Dollars & ninety Cents Damages & Costs of Suit taxed at \$20  
 11.28 & then of &c  
 Recd<sup>ip</sup> Nov<sup>r</sup> 25 1795 -

Thomas Franklyn of New York in the State of New York Trade<sup>r</sup> Pl<sup>ff</sup> Franklyn  
 v. Samuel Randall of New Salem in the County of Hampshire Pl<sup>ff</sup> Randall  
 Yeoman Def<sup>t</sup> in a Plea of the Case for that s<sup>r</sup> Randall at New York  
 via at Northampton on December 7<sup>th</sup> 1791 was indebted  
 to said Thomas & one Jacob Larnan now deceased in the sum of  
 One hundred & fifteen pounds seven shillings & three pence New  
 York currency for Goods Wares & Merchandises by them to s<sup>r</sup> Samuel  
 at his Request sold & delivered & in Consideration thereof promised  
 s<sup>r</sup> Thomas & Jacob to pay them the same on Demand Yet s<sup>r</sup> Samuel  
 the aforesaid has not performed his s<sup>r</sup> promise but neglects it  
 to the Damage of s<sup>r</sup> Thomas One hundred & two pounds -  
 This action was entered at May Term last & continued to  
 this Time - And now the Pl<sup>ff</sup> appears & the Def<sup>t</sup> tho<sup>of</sup> the Time  
 makes Default of appearance - Wherefore it is considered by the Court that the s<sup>r</sup>  
 Thomas do recover against the s<sup>r</sup> Samuel Three hundred & forty  
 Dollars Damages & Costs of Suit taxed at \$20 10.74 &  
 then of &c  
 Recd<sup>ip</sup> Jan<sup>y</sup> 19 1796 -

David Armour of Greenwich in the County of Hampshire year<sup>r</sup> Armour  
 Pl<sup>ff</sup> v. John Wheeler of the same Greenwich yeoman Def<sup>t</sup> in Wheeler  
 a Plea as is set forth in the Declaration on File &c  
 May 280 1795  
 This action was entered in Court at May Term last & from  
 thence continued to September Term last, when the s<sup>r</sup> Parties  
 appeared & agreed to refer this Case as is recorded before at this  
 Term (see N<sup>o</sup> 142) where may be seen the Rules & Award  
 including this Case - And thereupon it is considered by the  
 Court that s<sup>r</sup> David do recover against the s<sup>r</sup> John his  
 Costs taxed at Dollars 16.15 & then of &c  
 Recd<sup>ip</sup> Nov<sup>r</sup> 26 1795 -

David Armour of Greenwich in the County of Hampshire year<sup>r</sup> Armour  
 v. John Wheeler of the same Greenwich yeoman Def<sup>t</sup> in Wheeler  
 a Plea as is set forth in the Declaration on File This Case  
 was commenced at May Term last & thence continued to  
 September Term last when the s<sup>r</sup> Parties appeared & entered into  
 a Rule of Reference as may be seen recorded in a former Case  
 at the same Term N<sup>o</sup> 142, as also the Award including this  
 Case - And thereupon it is considered by the Court that the  
 s<sup>r</sup> David do recover against s<sup>r</sup> John Dollars 19.31 & then of &c  
 Recd<sup>ip</sup> Nov<sup>r</sup> 26 1795 -

Norwich Appeal

The Subhibitors of Norwich in the County of Hampshire Appeal  
John Rude of the same Norwich against Appellee from the Judgments  
of Benjamin Bowney Esq<sup>r</sup> Just<sup>ice</sup> Peace in which Case the Rude  
was Deft & the Subhibitors of Norwich were Deft in a Plea as  
is set forth in the Copies on File &c. This Action was entered at  
the last Term & continued to this Term and now neither  
Party appearing in Court this Action is dismissed

Rude

Sept 2 1795

Smith

Arms

Sept 8 1795

Nathaniel Smith of Sunderland in the County of Hampshire Trade  
Deft vs Rufus Arms of Dorset in the same County against Deft  
in a Plea of the Case for that s<sup>d</sup> Nathaniel & s<sup>d</sup> Sunderland and s<sup>d</sup> Arms  
on June 5<sup>th</sup> last had sold & delivered to s<sup>d</sup> Rufus at his request divers  
Goods &c according to the Schedule annexed to the Writ. &c  
said Rufus in Consideration thereof promised to pay them there  
for so much as the same were worth, & said Nathaniel says the  
same Goods &c were worth Eleven pounds ten shillings & four pence  
of said Rufus the requested has not paid the same but neglected it  
to the Damage of said Nathaniel Twelve pounds. This Action  
was entered at the last Term & continued to this Term and now  
the Deft appears & the Deft the three Times called to come into Court  
make Default of Appearance here Wherefore it is considered  
by the Court that the said Nathaniel do recover against the said  
Rufus Twenty eight Dollars & six Cents Damages & Costs of  
such taxed at 6<sup>d</sup> 99 & there of &c  
Done at Nov 20 1795

Dickinson

Sept 10 1795

Thomas Dickinson of Dorset in the County of Hampshire Gent<sup>l</sup>  
Deft vs Samuel Pincock of Newham against Deft in a Plea of the  
Case for that s<sup>d</sup> Samuel & s<sup>d</sup> Pincock on November 26<sup>th</sup>  
1793 by their Writ for Value and promised s<sup>d</sup> Thomas to pay him or  
Order £15. 10. 0. L<sup>ast</sup> with s<sup>d</sup> Subst. Plea s<sup>d</sup> Samuel & s<sup>d</sup> Pincock  
the requested have not paid the same but neglected it to the Dam  
age of said Thomas Twenty five pounds. This Case was enter  
ed at the last Term & continued to this Term and now the Deft  
appears & the Deft the three Times called to come into Court make  
Default of Appearance here Wherefore it is considered by the Court  
that said Thomas do recover against the s<sup>d</sup> Samuel & s<sup>d</sup> Pincock  
four Dollars & eight, four Cents Damages & Costs of such taxed at  
Dollars 0.40 & there of &c  
Done at Nov 20 1795

Forger &

Sept 12 1795

Abner Forger of Dorset in the County of Hampshire Gent<sup>l</sup>  
vs Appellee Andrew Forger of Dorset in the same County Gent<sup>l</sup>  
in a Plea of the Case for that s<sup>d</sup> Appellee & s<sup>d</sup> Forger  
on August 26<sup>th</sup> 1794 by a Writ of Habeas Corpus & s<sup>d</sup> Forger  
in pounds seven shillings & three pence & s<sup>d</sup> Forger says the  
same three months with s<sup>d</sup> Subst. Plea s<sup>d</sup> Forger the requested have  
not paid the same but neglected it to the Damage of said Abner Ten  
pounds. This Action was commenced at the last Term & continued  
to this Term and now the Deft appears & the Deft the three Times  
called to come into Court make Default of Appearance here Wherefore  
it is considered by the Court that s<sup>d</sup> Abner do recover against s<sup>d</sup>  
Forger Sixteen Dollars & eight Cents Damages & Costs of such taxed  
at Dollars 0.40 & there of &c  
Done at Nov 20 1795

Luther Danielson of Springfield in the County of Hampshire Plaintiff  
vs David Williams of Norton in the same County Defendant  
in a Plea de assumpsit in the Declaration on File de - This  
Action was entered at the last Term & continued to this Time  
& now neither Party appearing in Court, this Action is discontinued  
Sept 14 1795 Williams

Oliver Sheldon of Springfield in the State of Connecticut Plaintiff  
vs Noah Pixley of Hawley in the County of Hampshire Defendant  
in a Plea of the Case for that Noah at said Chester on August Pixley  
did bind in his Note for Eleven and promised to Oliver to pay him  
or Order Ten pounds & seven Shillings & six Pence on Demand with  
costs - But he often requested to work with us, he performed his  
said promise but neglected to the Damage of Oliver twelve  
pounds - This Action was commenced at the last Term & court  
adjourned to this Time - And now the Plaintiff appears & the Defendant  
the three Times called to come into Court & makes Default of Ap-  
pearance here - Wherefore it is considered by the Court that the  
said Oliver do recover against the said Noah Twenty three Dollars & forty  
three Cents Damages & Costs of Suit taxed at Dollars 10. 90 & thereof de-  
duct 17<sup>th</sup> Nov 1795

Luke Gale of Lenox in the County of Berkshire Plaintiff  
vs Amasa Smith of Colman in the County of Hampshire Defendant  
in a Plea of the Case for that Amasa at  
Northampton appeared on February 24 1794 by his Note for Ele-  
ven and promised the Plaintiff to pay him four pounds & six Pence  
by November 1<sup>st</sup> then wrote with Interest that Amasa  
the Plaintiff has not performed his promise but neglected it  
to the Damage of said Luke Ten pounds This Action was  
entered at the last Term & continued to this Time - And  
now the Plaintiff appears & the Defendant the three Times called to  
come into Court & makes Default of Appearance here  
Wherefore it is considered by the Court that the said  
Luke do recover against the said Amasa Fourteen Dol-  
lars & seventy seven Cents Damages & Costs of Suit taxed  
at Dollars 9. 71 & thereof de - Nov 18 1795

Joseph Bailey & John Russell both of Chesterfield in the County of Hampshire  
vs Samuel Witherell of the same Chesterfield Defendant  
in a Plea de assumpsit in the Declaration on File de - This  
Action was entered at the last Term & continued to this Time  
And now neither Party appearing this Action is discontinued  
Sept 17 1795

Rhoda Rhoades of Norwiche in the County of Hampshire Plaintiff  
vs Joseph Dimock of the same Norwiche Defendant  
in a Plea de assumpsit in the Declaration on File de - This  
Action was commenced at the last Term & continued to  
this Time - And now the Plaintiff appears & discontinues this  
Suit. The Defendant also appears & prays costs de. And it is  
considered by the Court that the said Joseph do recover against  
the said Rhoda his Costs taxed at Eleven Dollars & twenty  
seven Cents & thereof de - Nov 16 1795

African File of Worthington in the County of Hampshire. 1801.  
 W. es. Aaron Phelps Gent<sup>r</sup> & Oliver Parish Gent<sup>r</sup> both of the  
 same Worthington Depts in a Ph.D. as is set forth in the See  
 lation on File &c. This letter was entered at the last Term &  
 continued to this Term, but no further Party appearing  
 in Court this Petition is dismissed

From Henry of Shaker in the County of Hampshire yeoman  
Puff as Warham Parks of Westfield in the same County Esq:  
Depth in as How do as is set forth in the Declaration on File -  
This Action was commenced at the last Term when the said  
Parties appeared & entered it with a Rule of Response &c, and the  
Case was continued under the same Rule to the Term And  
now another Party appearing in Court this Action is dismissed

I was Lloyd late of Blanford in the County of Hampshire  
German Ship at Joseph Hills of the same Blanford agent, Duff  
in which he is set forth in the Declaration on Filice. This  
Action was entered at the last Term & continued to this Term  
& had now no other party appearing in Court this Action is  
dismissed

Eli Warner of Westfield in the State of Connecticut vs. John  
 Joseph Watson of Westfield in the County of Hampshire County.  
 Debt on a Plea as is set forth in the Declaration on file.  
 This action was commenced at the last Term 1803. and to this time  
 and now neither party appearing in Court this action is dismissed.

[illegible][illegible]

paid the Cause with right to the Damage of said said twenty five  
pounds This action was entered at the last Term & continued to the same  
and now the Defendant & the Plaintiff have called at the same  
Court another Defendant of appearance here Wherefore it is consid  
ered by the Court that the said Plaintiff do recover against the Defendant  
Five Dollars & seventy five Cents Damages & Costs of suit taxed  
at Dollars Six 2/6 Whereupon the said Plaintiff by Counsel have  
his Bill come into Court & appears from the Judgment of this  
Court to the Supreme Judicial Court to be taken at the Northampton  
in & for the County of Hampshire on the last Tuesday of April next  
& he recognizes with further for & delays presenting & appeal with  
Specter &c

John Henry Smith of Winchester in the County of Essex & State of  
New Hampshire Goodcarrier & Joseph Griggs of Northfield  
in the County of Hampshire Husbandman Parties in a Bill of  
Preference of all Demands by them entered into & acknowledged  
according to the Statute in suchs Case made & provided The  
said Parties appeared in Court at the last Term when this  
Case was entered & and the Supers sent into Court their Award  
as may be seen on File which being objected to, the same is  
not accepted, & it is ordered that this Case be remitted  
to the same Officers for Consideration, their Reports to be re  
turned to this Time And now at this Time the Supers  
sent into Court their Award to wit, that Joseph pay unto  
John Seven Dollars & ninety seven Cents & Costs of Preference  
for or at Nine Dollars & six Cents also the Costs of Suit for the  
Obediah Dickinson amounting to Eight Dollars & fifty eight  
Cents & Costs of Court & taxed by the Court

Smith  
as  
Griggs  
Sept 3<sup>rd</sup> 1795

And thereupon it is considered by the Court that the said  
John do recover against the Joseph Seven Dollars & ninety seven  
Cents Damages & Costs of Preference Court being sixteen  
Dollars & eighty six Cents & there of &c. W<sup>th</sup> 17<sup>th</sup> 1795

John Worthington of Springfield in the County of Hampshire Esq<sup>r</sup> Plaintiff  
& Elisha Hale of Hawley in the same County Husbandman Defendants  
Wherein he demands of two Tracts of pieces of Land lying & being in  
Hawley aforesaid both which were called & known by Lot Number Eighty eight  
formerly in the Township called Number Seven now in Hawley  
one of which containing seventy two Aers & an half is bounded as  
follows viz on Lot Number eighty three partly & partly on Lot Number  
One hundred & thirty seven Westerly on Lot Number thirty two & easterly  
on said ~~Eighty eight~~ a Tract of Land called formerly Hatfield Equiv  
valent, the other piece containing twenty eight Aers & twenty rods of  
Land bounded northerly on said Lot Number thirty westerly on Lot  
Number thirty two & easterly on said Equivalents & south that with  
in thirty years last past he was seized & possessed on the said dem  
anded premises with the Appurtenances in his Demise, as of fee  
taking the profits thereof but that said Elisha hath since that Time  
unjustly & without lawful Right so to do enter & into Possession of  
the said demanded Premises & dispossessed the said John thereof & unjustly  
detained & kept the same out of the same to the Damage of the said  
John Ten pounds This action was entered at the last Term & con  
tinued to this Time & now the Plaintiff & the Defendant have called

Worthington Esq<sup>r</sup>  
vs  
Hale  
Sept 4<sup>th</sup> 1795

called to come into Court makes Default of appearance here, wherefore  
it is considered by the Court that I can do recover against the said  
Stephan Popple of the demanded premises & Costs of Suit taxed  
at Dollars 5, 12<sup>cts</sup> & there of do. Which Paper of May 28 1796

Worthington Esq. John Worthington of Springfield in the County of Hampshire Esq.  
vs. John White of Norwich in the same County Trade Debt  
in a Plea de assumpsit in the Declaration on File do  
Return was commenced at the last Term & continued to this  
Term and now neither party appearing in Court this case  
is dismissed

Lazel Daniel Lazel of Rowe in the County of Hampshire Trader vs. Paper  
vs. Daniel Daves of Cummington in the same County yeoman.  
Debt in a Plea de assumpsit in the Declaration on File do  
This Return was entered in Court at the last Term & continued  
to this Term and now neither party appearing in Court  
this case is dismissed

Clarke Nathan Clarke of Northampton in the County of Hampshire vs. Paper  
vs. John White of Northampton in the same County yeoman Debt  
in a Plea of the Case for that s<sup>d</sup> White of Northampton on  
May 1<sup>st</sup> last by his Note for Value rec<sup>d</sup> & promised on 20<sup>th</sup> Nov<sup>r</sup>  
Clockwell to pay him or order Fifty four pounds & 10<sup>cts</sup> by August  
1<sup>st</sup> when with interest & afterwards on the day of payment  
of s<sup>d</sup> Northampton by his Assignments on s<sup>d</sup> Note ordered the said  
Fifty four to be paid to the P<sup>p</sup> for Value rec<sup>d</sup> in Satisfaction  
thereof promised the P<sup>p</sup> to pay him the same accordingly  
Yet s<sup>d</sup> White still the requested has never paid the same but re-  
glath it to the Damage of said Nathan Twenty pounds This  
Return was entered at the last Term & continued to this Term and  
now the P<sup>p</sup> appears & the Deft the three Times called to come into  
Court makes Default of appearance here wherefore it is consid-  
ered by the Court that said Nathan do recover against the said Deft  
Fifty four dollars & Fifty Cents Damages & Costs of Suit taxed  
at Dollars 5, 12<sup>cts</sup> & there of do. Which Paper of Nov 18 1795

Clarke vs. Paper of Worcester in the County of Worcester & Paper vs. Paper  
vs. Paper of Worcester in the County of Worcester & Paper vs. Paper  
of the Case for that s<sup>d</sup> Paper of Northampton by his Note for Value rec<sup>d</sup>  
promised s<sup>d</sup> Northampton to pay & deliver him or his order Forty four  
good well grown Thrifty Sheep of a middling Age & ten strictly  
sound two year olds on Condition whereof that he would pay him  
say to s<sup>d</sup> Paper the sum of Twenty in the End of s<sup>d</sup> year  
Yet s<sup>d</sup> Paper the requested has not performed either in, because  
refused both ought it to the Damage of s<sup>d</sup> Northampton Twenty  
pounds This Return was entered at the last Term & continued to  
this Term and now the P<sup>p</sup> appears & the Deft the three Times  
called to come into Court makes Default of appearance here wherefore  
it is considered by the Court that s<sup>d</sup> Paper do recover against  
the said Paper Forty four Dollars & Forty Cents Damages & Costs  
of Suit taxed at Dollars 5, 12<sup>cts</sup> & there of do. Which Paper of Nov 28 1795

David Lewis of the County of Hampshire a Gentleman  
Bathurst in the County of Wiltshire a Gentleman  
agrees in the County of Hampshire a Gentleman  
Case for that I shall be a Gentleman on February 26<sup>th</sup> 1795 by his note  
for Value and procured the Plaintiff to pay them or order Four pounds  
the Plaintiff's billings and to receive a bill on Demand with interest also  
the Plaintiff's bill on April 10<sup>th</sup> in the State in Value and procured  
the Plaintiff to pay them or order Four pounds and a bill on Demand  
with interest also for that I shall be on April 20<sup>th</sup> by his note  
for Value and procured the Plaintiff to pay them or order Four pounds  
the Defendant with interest April 20<sup>th</sup> the Plaintiff has not paid  
either of the said bills in full but to the Damage of the Plaintiff and the  
Plaintiff's pound. The Plaintiff was entered at the last Term and  
continued to this Time and now the Plaintiff appears and the Defendant  
to this Term called to come into Court another Defendant of the Plaintiff  
and here the Plaintiff is considered by the Court that the Plaintiff David  
and Joseph do move against the Plaintiff Twenty Dollars and six pence  
Cost Damages and Cost of such taxed at Dollars 9. 2s 4d and 1/2 pence.  
Ex m<sup>o</sup> Nov 26 1795

Arrived at  
Wood  
1795

William Lyon Barrow of New Salem in the County of Hampshire  
a Gentleman Plaintiff at Wexham Ward of the County of the Plaintiff  
Bathurst in a Plea as is set forth in the Declaration on file  
on file. This action was entered at the last Term and continued  
to this Time and now neither party appearing in Court  
this action is dismissed

Hearns  
at  
Ward  
Sept 22 1795

Jonathan Smith of Whately in the County of Hampshire a Gentleman  
Plaintiff at Wexham Ward of the County of the Plaintiff  
Bathurst in a Plea as is set forth in the Declaration on file  
This action was entered at the last Term and continued to this  
Time and now neither party appearing in Court this  
action is dismissed

Smith  
at  
Graves  
Sept 26 1795

Israel Williams of Hatfield in the County of Hampshire a Gentleman  
Plaintiff at Wexham Ward of the County of the Plaintiff  
Bathurst in a Plea of the Case for that I David do call  
Dartford on December 28<sup>th</sup> 1794 by his note for Value and  
procured I Israel to pay him Fourteen pounds and six pence  
and nine pence. I have on Demand with interest. Yet said  
David has requested that not paid the same but in full to  
the Damage of said Israel Twenty pounds. This action  
was entered at the last Term and continued to this Time and now  
the Plaintiff appears and the Defendant to this Term called to come into  
Court makes Defendant of appearance and the Court is  
considered by the Court that the said Israel do move against  
the said David Fifty four Dollars and eight pence Cost Damages  
and Cost of such taxed at Dollars 5. 2s 4d and 1/2 pence.  
Ex m<sup>o</sup> Nov 18 1795

Williams  
at  
Dartford  
Sept 29 1795

Barth Smith of Conway in the County of Hampshire a Gentleman  
Plaintiff at Wexham Ward of the County of the Plaintiff  
Bathurst in a Plea of the Case for that I Peter do call  
for that I Peter do call Conway a Gentleman on April 3<sup>rd</sup> 1795 by his note  
for Value and procured I Peter to pay him Twenty pounds  
and nine pence. I have on Demand with interest. Yet said  
Peter has not paid the same but in full to the Damage of the Plaintiff  
Twenty pounds. This action was entered at the last Term and continued to this  
Time and now the Plaintiff appears and the Defendant to this Term called to come into  
Court makes Defendant of appearance and the Court is considered by the Court that the said Peter do move against  
the said Barth Smith Fifty four Dollars and eight pence Cost Damages and Cost of such taxed at Dollars 5. 2s 4d and 1/2 pence.  
Ex m<sup>o</sup> Nov 18 1795

Smith  
at  
Clarke  
Sept 30 1795

Dec 27<sup>th</sup> Nov 18 1795

Isaiah Perkins of Cumberland in the County of Hampshire Fred.  
 Jeff. v. John Newman of Windsor in the County of Berkshire woman  
 Left in a New Se as a subject in the Publication on Tele. This  
 action was tried at the last Term & continued to this Term and  
 now with the Party appearing in Court this Case is dismissed —

My Brother of Dalton in the County of Bartowee Mason. Upper  
 Conception. Now of Springfield in the County of Hampshire Vermont  
 a Work Partner of the said German or German Trustee of the said  
 Deft in a New Dress or Subject to in the Declaration on File. This  
 Action was entered at the last Term & continued to this Term and  
 now written by appearing in Court this Case is again tried —

I Samuel Rutherford of Somerset in the County of Hampshire sent by  
of Solomon Anderson of Wierfield in Scotland Treasurer Deft in  
as the of the Case for that of Solomon and I Samuel on April 27<sup>th</sup>  
1792 was indebted to I Samuel in the sum of Nine pounds nine  
pence and one penny half for goods &c. by I Samuel to I Solomon  
sold & delivered & in Consideration thereof I Samuel promised I  
Samuel to pay him the same on Demand & that Solomon the  
Deft has never paid the same but neglects it to the Damage  
of I Samuel five two pence — This Action was entered at the  
High Court & continued to this Time & had now the Deft appears  
in the Deft has this Time called to come into Court as the Defendant  
of Appearance here Therefore it is considered in the Court that the  
Deft Samuel do recover against the I Solomon the sum eight shillings  
and twelve pence Damages & Costs of suit taxed at 12s. Six pence 25  
I think &c

To the Coroner &c

[illegible]

to us & provide a Remedy as now that we may be done we com-  
mand You that You make known to s<sup>d</sup> John & David that  
they in before the Justice of our Court of Common Pleas to be holden  
at Northampton appeared on the first Tuesday of the month  
to show Cause why s<sup>d</sup> John ought not to have his Exec against  
them for s<sup>d</sup> other & for the Damages &c.

This action was entered at the last Term when the Plea appeared & the s<sup>d</sup>  
James & David paid only and then summoned the three Times called  
to come into Court made Default of Appearance in Court & the  
case now has continued to this Time and now the Plea appears  
and prays Judgment & find thereupon it is considered by the  
Court that the s<sup>d</sup> John may have his Exec against s<sup>d</sup> James &  
David for One hundred & ten Pounds & fifty four Shillings  
of the former & Judgment & for the Costs of this Suit taxed at 7s 8d  
Recor'd Nov: 18 1795

A Child Sale of Warrington in the County of Cheshire Chancery  
vs. Daniel Croft of Hadley in the County of Hampshire & others  
Deft in a Plea of the Case for that s<sup>d</sup> Daniel at Sunderland in  
County on May 27. 1794 by his Note for Value rec'd promised  
s<sup>d</sup> John to pay him on Order £4<sup>15</sup> 4 L<sup>10</sup> by Nov: 1<sup>st</sup> then  
next after for that the said Daniel on May 27. 1794 also  
said Sunderland by his other Note for Value rec'd promised s<sup>d</sup>  
John to pay him on Order another Sum of £4<sup>15</sup> 4 L<sup>10</sup>  
by May 1<sup>st</sup> then next with Interest from November then next  
of s<sup>d</sup> Daniel the requested has not paid either the Sum of s<sup>d</sup>  
both requests to do so to the Damage of s<sup>d</sup> John (part unperformed)  
This action was entered at the last Term & continued to this  
Time And now the Plea appears & the Deft the three Times  
called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the s<sup>d</sup> John do  
recover against the said Daniel Thirty three Pounds & forty two  
Shillings Damages & Costs of Suit taxed at Pounds 7s 6d & the of s<sup>d</sup>  
Excep<sup>d</sup> Nov: 18 1795

Take  
1  
Excep<sup>d</sup>  
Sept: 23. 1795

John Smith late of Worthington in the County of Hampshire Ind: D<sup>1</sup> & Smith  
vs. Timothy Meach of Worthington aforesaid Deputy Sheriff Deft in  
a Plea of the Case for that s<sup>d</sup> John in the Declaration on Feb: 22. This Case Meach  
was commenced at the last Term & continued to this Time and  
now neither Party appearing in Court this Case is dismissed

Sept: 25 1795

Joseph Shaver of Salisbury in the County of Wiltshire Gent vs. Aaron  
Gardner of Exeter in the County of Devonshire Gent  
Deft in a Plea of the Case for that s<sup>d</sup> Aaron on April 28<sup>th</sup> last  
of s<sup>d</sup> Shaver by his Note for Value rec'd promised s<sup>d</sup> Shaver  
to pay him Eighty four Pounds L<sup>10</sup> on Demand with  
Interest s<sup>d</sup> said Aaron the requested has not paid the  
same but neglects it to the Damage of s<sup>d</sup> Joseph One  
hundred pounds This action was entered at the last Term  
& continued to this Time and now the Plea appears  
& the Deft the three Times called to come into Court makes  
Default of Appearance here Wherefore it is considered by  
the Court that the said Joseph do recover against the said  
Aaron Two hundred eighty eight Pounds & seventy five  
Shillings Damages & Costs of Suit taxed at Pounds 2s 8d & the of s<sup>d</sup>  
Excep<sup>d</sup> Nov: 17 1795

Graves  
Sept: 26 1795

Ray  
Head  
Sept 104 1795

Joseph Ray of Wendell in the County of Hampshire against  
James Head of the same Wendell against Deft James Ray as  
it is set forth in the Declaration on this do. This action was en-  
tered at the last Term & continued to this Term and now the  
Party appearing in Court this Case is dismissed

Clark  
Wheeler  
Sept 104 1795

James Clark of Montgomery in the County of Hampshire against  
Pp. W. Boomer Wheeler & John Wheeler Senr Debtors in a Plea of the Case for that 1<sup>st</sup> Boomer & John  
Clark of Montgomery on October 8. 1794 by their Atty for Value recd  
served the Pp to pay them their pounds pence shillings & pence  
on Demand with Libels upon 1<sup>st</sup> Boomer & John, the requested have  
never paid the same but neglected to the Damage of 1<sup>st</sup> James  
freemant. This Defor was entered in the Court at the last Term  
& continued to this Term and now the Pp appears & the said  
Deft the three Times called to come into Court make Default  
of appearance here wherefore it is considered by the Court that  
the said James do recover against the said Boomer & John Eighteen  
Dollars & eight Cents Damages & Costs of Suit taxed at Dollars 1. 93 &  
through do  
Sept 104 1795

Dunsmuir  
Judge  
Sept 113 1795

Peres Dunsmuir of Amherst in the County of Hampshire against  
Pp. 1<sup>st</sup> John Dodge of Belmuntown in the same County against  
Deft in a Plea as it is set forth in the Declaration on this do  
This action was entered at the last Term & continued to this Term &  
now the Party appearing in Court this Case is dismissed

Stor  
Davis  
Sept 115 1795

John Stor of Leavelle in the County of Hampshire against  
Davis of Leavelle against Deft in a Plea of the Case for  
that 1<sup>st</sup> Abraham Stor of Leavelle on April 28<sup>th</sup> 1794 by his Atty for  
Value recd incurred the 1<sup>st</sup> John Stor & John Stor Senr  
senr Libels & 1<sup>st</sup> on Demand with Libels upon 1<sup>st</sup> Abraham the  
requested have recd the same but neglected to the Damage of  
1<sup>st</sup> John Stor Senr. This action was entered at the last Term &  
continued to this Term & now the Pp appears & the said  
the three Times called to come into Court make Default of appear-  
ance here wherefore it is considered by the Court that he do recover  
against 1<sup>st</sup> Abraham Twenty one Dollars & six pence Cents Damages  
& Costs of Suit taxed at Dollars 6. 43 & through do  
Sept 115 1795

Stor  
Sept 116 1795

John Stor of Leavelle in the County of Hampshire against  
Pp. 1<sup>st</sup> John Stor Senr & John Stor Senr in the same County against  
Deft in a Plea of the Case for that  
1<sup>st</sup> John Stor & John Stor Senr on May 13 1794 by their  
Atty for Value recd incurred 1<sup>st</sup> John Stor & John Stor Senr  
senr Libels & 1<sup>st</sup> on Demand with Libels upon 1<sup>st</sup> John Stor Senr  
the requested have recd the same but neglected to the  
Damage of 1<sup>st</sup> John Stor Senr. This action was entered  
at the last Term & continued to this Term and now the Pp appears  
at the 2<sup>nd</sup> of the three Times called to come into Court make Default  
of appearance here wherefore it is considered by the Court that the  
said John Stor do recover against the said John Stor Senr & John Stor Senr  
Twenty one Dollars & six pence Cents Damages & Costs of Suit taxed  
at Dollars 6. 33 & through do  
Sept 116 1795



Lee  
Phelps  
Sept 132 1795

Enoch Lee of Westfield in the County of Springfield deceased. Deceased  
George Phelps of Springfield in the same County, executor of the last will  
of the said Enoch Lee & George Lee & Co. is filed on April 6 last by his  
Attorney for the said deceased. the said Phelps has been paid by the said  
to 22 Dollars & 29 Cents in three months. He has also paid the amount  
of the said debt never paid the same before which is the balance of said  
Enoch Forty Dollars. This action was entered up the last term & con-  
tinued to this Term. And now the Plaintiff names the Defendant  
the three times called to come into Court under the said writ of  
sequestrum here. Wherefore it is considered by the Court that the said  
Enoch do recover against the said George Twenty two Dollars & seven ty  
nine Cents Damages & Costs of such taxed at 50 Cts. & a thing of the  
Expense 1000. 20 1795.

Lyman & al  
 v  
 Mosley  
 ap. 17<sup>th</sup> 1797

Samuel Lyman & Thomas Melton both of the said County of Worcester, Plaintiffs in & against the said County of Worcester, Defendant in a Plea to the Case for that of Assumpsit. That said County at Westfield aforesaid on April 15<sup>th</sup> last in due and lawful order did promise the Plaintiffs to pay them or Order Five hundred & no more, said promise was made in writing & the said County did request the said Plaintiffs to sign the said promise & to sign the same as the Damage of the said Samuel & Thomas Eight Dollars & no more. This action was commenced at the last Term & continued to this Term and now the Plaintiffs appear at the said Term & the Court called to come into Court whether Defendant's appearance here. Wherefore it is considered by the Court that the said Samuel & Thomas do recover against the said County Five hundred & no more, said County to pay the said Samuel & Thomas Eight Dollars & no more.

In witness whereof  
 17<sup>th</sup> of Novr 20 1797

Belvin Rice of Charlestown in the County of Hampshire against Depp Wal-  
ter Crocker late of St. Edmunds deceased & Daniel Dandish the Clerk  
monk against Depp Walther late of St. Edmunds deceased in the Declaration on File &c. This Action was entered in Court at the  
last Term then & continued to this Time and now neither Party  
appearing in Court this Case is dismissed

Rice  
as  
Crocker's agt  
Sep<sup>r</sup> 122 1795

Samuel Cook of Southwick in the County of Hampshire Plaintiff against Levi Randall of  
Grafton in the County of Windham & State of Vermont Defendant  
Appellee given the Judgment of David Green Esq. J. C. as is  
fully set forth in the Copy on File &c. This Appeal was entered  
at the last Term of the Court & continued to this Time and  
now neither Party appearing in Court this Case is dismissed

Cook ad App<sup>t</sup>  
Randall  
Sep<sup>r</sup> 124 1795

Samuel Green of Barnardston in the County of Hampshire against  
Depp as Ruben Park of the same Barnardston deceased Depp in a  
Pl. of the Case for that S<sup>d</sup> Park ad Barnardston as J. C. said on July  
30<sup>th</sup> 1794 by his Note for Value and promised the Depp to pay  
him six pounds & land also for that S<sup>d</sup> Park ad Barnardston  
on October 30<sup>th</sup> last by his other Note for Value and promised the  
Depp to pay him Ten pounds on Demand with Interest &c. but he  
has not paid either of the Notes as J. C. said but suggests it to the Pla-  
niff of S<sup>d</sup> Green Twelve pounds This Action was entered at the  
last Term of the Court & continued to this Time and now  
neither Party appears & the Depp the three Times called to come into Court  
makes default of appearance here wherefore it is considered by  
the Court that the said Samuel do recover against S<sup>d</sup> Ruben  
Twenty nine Dollars & fifty seven Cents Damages & Costs of  
Suits taxed at Dollars 10, 11 & 12 & 13 &c. &c. Sep<sup>r</sup> 125 1795

Green  
as  
Park  
Sep<sup>r</sup> 125 1795

Nathaniel Burns of Colrain in the County of Hampshire against Depp  
as John Wood of Southwick in the same County deceased Depp in a  
Pl. of the Case for that S<sup>d</sup> Wood as is set forth in the Declaration on File &c. This Action  
was commenced at the last Term & continued to this Time  
and now neither Party appearing in Court this Case is  
dismissed

Burns  
as  
Wood  
Sep<sup>r</sup> 123 1795

Isaac Ripfel of Norwich in the State of Vermont against Depp as  
William Rice of Amherst in the County of Hampshire against Depp in a  
Pl. of the Case for that S<sup>d</sup> Williams ad Northampton  
on November 23<sup>rd</sup> 1791 by his Note for Value and promised S<sup>d</sup>  
Isaac to pay him on Order £100 full & full by May 1<sup>st</sup> 1792 and  
with Interest also for that S<sup>d</sup> Williams on July 22<sup>nd</sup> 1793 made  
his Order in Writing to one Adam Rice & requested S<sup>d</sup> Adam to pay  
said Isaac Thirteen pounds for Value and with Interest & shed  
Isaac afterwards on September 1<sup>st</sup> 1793 presented S<sup>d</sup> Order to  
S<sup>d</sup> Adam & requested him to pay the same & S<sup>d</sup> Adam then &c. then  
refused to pay it, whereof S<sup>d</sup> Williams had notice by reason  
whereof S<sup>d</sup> Williams became liable to pay the same & in consid-  
eration thereof promised to pay the same accordingly & also  
for that S<sup>d</sup> Williams afterwards on July 30<sup>th</sup> 1793 made his  
return of the Order to Adam Rice & requested S<sup>d</sup> Adam to pay S<sup>d</sup>  
Isaac Five pounds eight shillings for Value and with Interest  
& S<sup>d</sup> Isaac afterwards on April 25<sup>th</sup> last presented S<sup>d</sup> Order to S<sup>d</sup>  
Adam & requested him to pay the same but S<sup>d</sup> Adam refused  
to accept & pay S<sup>d</sup> Order, of all which S<sup>d</sup> Williams had notice  
& in consideration thereof promised S<sup>d</sup> Isaac to pay him the  
same accordingly & yet the S<sup>d</sup> Williams who requested has not paid  
it either in full or in part but suggests it to the Damage of  
said Isaac Forty pounds This Action was entered in Court at the  
last Term when the Depp appeared & the Depp the three Times called

Ripfel  
as  
Rice  
Sep<sup>r</sup> 127 1795

to come into Court and ~~the~~ Defendant of appearance there and this case  
was continued to this time for judgment and now the Plaintiff  
prays Judgment and thereupon it is considered by the Court  
that the said Isaac do recover against the said William Twenty five  
Dollars & thirteen pence Damages & Costs of Suit taxed at Dollars 8.<sup>00</sup>  
& thereof &c. Ex. p. Nov. 16 1795

Thomson  
Clark  
Ex. p. 152 1795

Jonathan Thomson of Shelburne in the County of Hampshire Treasurer  
vs. Alexander Blackman of the same & his heirs &c. Def. in a  
Bill of the Case for that s<sup>d</sup> Alexander on November 28<sup>th</sup> 1794  
by his Note for Value rec<sup>d</sup> procured the Plff to pay him or Order  
Five pounds lawfully due on demand with interest & also for that the  
said Alexander on April 10<sup>th</sup> last by his other Note for Value rec<sup>d</sup>  
procured the Plff to pay him or Order Ten pounds Two Shillings  
& six pence on demand with interest & yet he has ever procured either  
of said persons the required bill & neglects it to the Damage of said  
Jonathan Eighteen pence This action was entered at the last Term  
& continued to this time and now the Plff appears & the Def<sup>t</sup> the  
three Times called to come into Court neither party of appearance here  
therefore it is considered by the Court that the said Jonathan do recover  
against s<sup>d</sup> Alexander Forty two Dollars & Six pence Damages & Costs  
of Suit taxed at Dollars 9.<sup>00</sup> & thereof &c. Ex. p. Nov. 16 1795

Chapin  
Shelton  
Ex. p. 153 1795

Leta Chapin of Heath in the County of Hampshire vs. James  
or Mabel Shelden of Heath & her heirs &c. Def. in a  
Bill of the Case for that s<sup>d</sup> Mabel on February 23<sup>rd</sup> 1795 by her  
Note for Value rec<sup>d</sup> procured the Plff to pay him or Order Five  
pounds Fourteen shillings in good Cash or Good Seal of  
or Bearer at Cash from by the middle of May next with interest  
of s<sup>d</sup> Mabel has never paid the same but neglects it to the  
Damage of said Leta Twelve pence This action was entered at  
the last Term of this Court & continued to this time and now  
the Plff appears & the Def<sup>t</sup> the three Times called to come into Court  
neither party of appearance here therefore it is considered by  
the Court that the said Leta do recover against the s<sup>d</sup> Mabel  
seven Dollars & eight pence Damages & Costs of Suit taxed at  
Dollars 23.<sup>18</sup> & thereof &c. Ex. p. Nov. 16 1795

Commonwealth  
vs. James  
Ex. p. 154 1795

The Sheriff vs. Thomas Daniel Turner of Heath in  
the County of Hampshire vs. James or Mabel Shelden of Heath &c. Def. in a  
Bill of the Case for that s<sup>d</sup> Mabel on February 23<sup>rd</sup> 1795 by her  
Note for Value rec<sup>d</sup> procured the Plff to pay him or Order Five  
pounds Fourteen shillings in good Cash or Good Seal of  
or Bearer at Cash from by the middle of May next with interest  
of s<sup>d</sup> Mabel has never paid the same but neglects it to the  
Damage of said Leta Twelve pence This action was entered at  
the last Term of this Court & continued to this time and now  
the Plff appears & the Def<sup>t</sup> the three Times called to come into Court  
neither party of appearance here therefore it is considered by  
the Court that the said Leta do recover against the s<sup>d</sup> Mabel  
seven Dollars & eight pence Damages & Costs of Suit taxed at  
Dollars 23.<sup>18</sup> & thereof &c. Ex. p. Nov. 16 1795

upon it is considered by the Court that upon do. ppe against the  
said Daniel for turning the aforesaid Court of the aforesaid being  
Thirty Nine Dollars & Thirty Nine Cents & one third of a Cent Debt of  
both of such taxed at Doll. 7. 35 & Exp<sup>ts</sup> Nov 20 1795

Thaddeus Smith of Springfield in the State of Connecticut Esq. Plaintiff  
vs. John Moore & Son, in their behalf Greenwell in the County of  
of Hampshire Husbandman Defts in a Plea of the Case for  
that s<sup>d</sup> Thaddeus Smith Esq. Plaintiff did a Mortgage upon and  
on April 2<sup>d</sup> 1794 by their note for Value recd promised said  
Thaddeus to pay him on Order £100 July 2<sup>d</sup> 1794 in three months  
with Interest which he requested they have not paid he claims but  
neglects it to the Damage of s<sup>d</sup> Thaddeus Twicken pounds.  
This action was entered at the last Term & continued to this Term  
and now the Deft appears & the Deft the three Terms called  
to come into Court another Defendant of Appearance here  
wherein it is considered by the Court that s<sup>d</sup> Thaddeus  
do recover against the s<sup>d</sup> John & Son Thirty seven Dollars  
& Thirty two Cents Damages & both of such taxed at Doll 8. 16 &  
Therof do  
Exp<sup>ts</sup> Nov 13 1795

Jonathan Dewright of Springfield in the County of Hampshire Esq. Plaintiff  
vs. Thomas Bluff of Springfield in the same County  
Husbandman Deft in a Plea of the Case for that s<sup>d</sup> Thomas  
Bluff on October 30<sup>th</sup> 1794 by his note for Value  
recd promised the Plff to pay him on Order Thirty pounds  
four shillings & one penny & 1/2 on Demand with Interest  
at the requested s<sup>d</sup> Thomas has never paid the same but  
neglects it to the Damage of said Jonathan Twenty pounds  
This action was entered in Court at the last Term & continued to  
this Term and now the Plff appears & the Deft the three  
Terms called to come into Court another Defendant of Appearance  
here wherein it is considered by the Court that the said Jonathan  
do recover against the said Thomas Fifty four Dollars & Sixty four  
Cents Damages & both of such taxed at Dollars 7. 51 & Therof do  
Exp<sup>ts</sup> Nov 18 1795

David Fowler Jun<sup>r</sup> Esq<sup>r</sup> & Matthew Lapham Jun<sup>r</sup> vs. Oliver Southwick  
in the County of Hampshire Plffs vs Oliver Southwick Esq<sup>r</sup> Defendant  
Husbandman Deft in a Plea wherein they demand Sixteen & a half  
of a Tract of Land in Southwick aforesaid containing nine Acres  
& an half & thirteen rods with the appurtenances bounded  
thence on a highway Westly on Land of the s<sup>d</sup> Oliver Southwick  
on Elias Fowler Land easterly on a high way beginning at a  
Mark & Stone by a Corner of the Cow House thence North twenty  
five degrees East seven rods & nine Links thence North forty  
eight degrees West ten rods thence North seventy seven degrees  
West sixteen rods to a Corner thence South twenty degrees West  
thirty two rods thence East twenty two degrees South thirty four  
rods thence North eight degrees East forty five rods nine Links  
to the first mentioned Corner excepting out there of half an  
Acre with the Building thereon which Land with the appur  
tenances s<sup>d</sup> David & Matthew claim as their Right & Interest  
wherein s<sup>d</sup> Oliver hath not Entry by Duplication  
by him unjustly committed within 5 years now as a past whereon  
they say that they themselves within said Term of five years were  
seized of the demanded premises with the appurtenances as their  
Inheritance & Right being the property thereof to the Value of five  
pounds by the Year & upwards & Oliver hath not Entry by the  
Defendants herein committed as aforesaid & whereon they complain  
that s<sup>d</sup> Oliver do force them unjustly to hold it to them as their own  
to the Damage of s<sup>d</sup> David & Oliver Fifty pounds This

Whitcomb's <sup>2</sup> Aug 20. 1795

Thaddus Sawt of Weymouth in the State of Massachusetts Sign  
Jury W. Roswell Smith of Weymouth in the County of Hampshire  
Appraiser Depth an so on the 1st Jan for that J. Roswell & J. L. Luffe  
were at Weymouth aforesaid on March 6<sup>th</sup> 1793. by his Note for  
Value and promised the Ship to pay him in six months seven  
ten pounds four shillings & six pence L<sup>td</sup> & Interest Subscribed  
in three months no Subscrib to be considered as received known to be  
the often requested said Roswell lately not paid the same but refused  
to the Damage of J. Thaddus Twenty five pounds —  
This action was entered at the last term & continued to this time  
& now the Ship appears & the Debt the three times called to come  
into Court makes Default of appearance and wherefore it is  
considered by the Court that the said Thaddus do recover against  
the said Roswell sixty one Dollars, eighty eight Cents & more  
& Cost of Suit here at Dollars 2. 35 & three pence —

Exon of Nov. 20 1795—

Erasmus James Douglass of Westfield in the County of Hampshire  
Gent<sup>l</sup> vs Appellant vs. Luther Granger of Westfield in the County  
of said Blacksmith Appellee from the Judgment of David  
Barnard Just<sup>l</sup> Pac<sup>l</sup>. His way be from a charge in the Copy over  
Bills de This Case was entered at the last Term & continued to  
this Term - and now the Appellee appears & discontinues this  
Suit - and the Appellant appears & prays Costs - and therefore  
it is considered by the Court that the said Thomas do recover against  
the said Luther his Costs taxed at \$ Dollars -

[illegible]

within two years then the same was to be sold else to remain in full Force  
and David says that Robert the requested has not paid & then and  
Interch but has neglected & refused to do so & has unjustly & unlawfully  
much entered into the same & defrauded David the demanded damages  
& interest holds him out to the Damage of David Two hundred pounds  
This action was entered at the last Term of the Court & continued to this Time  
and now the Plaintiff appears & the Deft the Two Times called to come into  
Court makes Default & Appearance here when which is considered  
by the Court that the said David do recover against the said Robert  
Expenses of the Demanded damages except the said Robert shall in two  
months pay David Two hundred ninety five Dollars & ninety  
cents & the Cost of Suit taxed at Dollars 11.85 & there of &c  
Wm Rogers J<sup>r</sup> Jan<sup>y</sup> 22<sup>d</sup> 1796

Walter Shepard & Rufus Atwater both of Blanford in the County of Hampshire  
vs. John Tallis of Blanford in the same County. Sept 21<sup>st</sup> 1795  
Tallis  
Sept 17<sup>th</sup> 1795  
This action was entered at the last Term & continued to this Time  
and now neither Party appearing in Court this case is dismissed

Luther Hills of Blanford in the County of Hampshire vs. John Tallis  
of Blanford in the same County. Sept 21<sup>st</sup> 1795  
Hills  
Sept 17<sup>th</sup> 1795  
This action was entered at the last Term & continued to this Time  
and now neither Party appearing in Court this case is dismissed

Benjamin Atwater of Blanford in the County of Hampshire vs. Charles Newell  
of the same County. Sept 21<sup>st</sup> 1795  
Atwater  
Sept 17<sup>th</sup> 1795  
of the case for that Charles a bill filed on February 8<sup>th</sup> 1792 by  
his note for value &c provided & Benjamin to deliver him two  
thousand & half feet of good merchantable Hemlock Boards &  
one thousand feet of white wood clapboards by March 1<sup>st</sup> then  
next Also for that Charles also shipped on the same  
Day in consideration that Benjamin had before that Time sold  
& delivered to Charles at his request divers Goods &c promised &  
Benjamin to pay him therefor as much money on Demand as the  
transfer reasonably deserved & the Plaintiff says he has for as much  
to have eight pounds &c Yet Charles the requested has not  
performed either his promises & persons but neglected to the Da-  
mage of Benjamin Twenty pounds This action was entered  
at the last Term & continued to this Time when the Plaintiff  
appeared & the Deft the Two Times called to come into Court made  
Default of Appearance in Court & the case was continued for  
Judgment to this Time And now the Plaintiff appears & prays  
Judgment And it is considered by the Court that the said  
Benjamin do recover against the said Charles Newell Dol-  
lars & fourteen cents Damages & Costs of Suit taxed at Dollars  
7.35 & there of &c  
Sept 20<sup>th</sup> 1795

John Smith of Colrain in the County of Hampshire vs. John Pennel  
of the same County. Sept 21<sup>st</sup> 1795  
Smith  
Sept 18<sup>th</sup> 1795  
This case was entered at the last Term & continued to this Time & now  
neither Party appearing in Court this case is dismissed

Torrey  
Hester  
Sep 182 1795

Repley & Torrey of Concord in the County of Hampshire Husbandman  
Plffs. John Foster late of Concord Husbandman D. Plaintiff & Plea  
de as is set forth in the Declaration on file in this Court was commenced  
at the last Term & continued to this Term - and now neither Party  
appearing in Court this Case is dismissed

Noble  
Rook

Sept 18 1795

Jacob Noble Inn of the Peace in the County of Hampshire Gent<sup>l</sup> Plff  
vs. John Rook of Northwick in the same County second D. Plff  
as is set forth in the Declaration on file in this Court was commenced  
at the last Term & continued to this Term - and now  
neither Party appearing in Court this Case is dismissed

Burham  
Hester  
Sep 19 1795

Jonathan Burham of Conway in the County of Hampshire weaver  
Plff vs. Rufus Brown & Timothy Brown both of Deerfield in the  
same County yeoman D. Plff as is set forth in the Declaration on file in this Court  
& Timothy & Deerfield aforesaid on November 3<sup>d</sup> 1794 by their Note  
for Value and procured S. Jonathan to pay him Twenty pounds  
six shillings & six pence L<sup>ts</sup> within a month Next 2<sup>d</sup> of 4<sup>th</sup>  
He requested have not paid the same but suggested it to the Justice  
of said Court Twenty five pounds - This Action was entered  
at the last Term & continued to this Term and now the Plff ap-  
pears & the D. Rufus & Timothy the three Times called to come into  
Court makes default of appearance here wherefore it is considered  
by the Court that S. Jonathan do recover against S. Rufus & Timothy  
Twenty one Dollars & twenty one Cents Damages & Costs of suit & interest  
at Dollars 7.1/2 & there of &c. Decem<sup>r</sup> of Nov 25 1795

Thury & al  
Hester  
Sep 19 1795

Timothy Thury of Deerfield & Ebenezer Childen of Conway both  
in the County of Hampshire yeoman Administrators in the estate  
of Nathan Thury late of Deerfield aforesaid D. Plff vs. Rufus Brown  
of Deerfield aforesaid yeoman D. Plff as is set forth in the Declaration on file in this Court  
said Rufus & Deerfield on October 22<sup>d</sup> 1792 by his Note for Value  
received procured S. Nathan then living to pay him Twenty pounds  
eight shillings L<sup>ts</sup> on Demand with interest He & Rufus the  
requested have never paid the same to S. Nathan in his right Time  
or to S. Administrators since his Death but suggested it to the Justice  
of said Court Timothy & Ebenezer Ten pounds - This Action was  
entered at the last Term & continued to this Term and now the  
Plff appears & the D. Rufus the three Times called to come into Court  
makes default of appearance here wherefore it is considered by the  
Court that S. Timothy & Ebenezer do recover against S. Rufus & Deerfield  
Twenty one Dollars & twenty one Cents Damages and  
Costs of suit & interest at Dollars 7.1/2 & there of &c. Decem<sup>r</sup> of Nov 25 1795

Conner  
Hester  
Sep 19 1795

Samuel Conner of Concord in the County of Hampshire  
Card board maker Plff vs. Rufus & Hester of the same D. Plff  
as is set forth in the Declaration on file in this Court was commenced  
at the last Term & continued to this Term and now the Plff ap-  
pears & the D. Rufus & Hester the three Times called to come into Court  
makes default of appearance here wherefore it is considered by the  
Court that S. Conner do recover against S. Rufus & Hester  
Twenty one Dollars & twenty one Cents Damages and  
Costs of suit & interest at Dollars 7.1/2 & there of &c. Decem<sup>r</sup> of Nov 25 1795

was commenced at the last Term & continued to this Term and now the  
Plff appears & the Defth the three Times called to come into Court makes Defiance  
of Appearance here

Wherefore it is considered by the Court that this said Samuel  
do recover against the said Defth Judgment for the penal sum of the Bond being  
five thousand Dollars; and that this said Samuel Gray have his & recover against the  
Defth for one thousand thirty four dollars & forty four Cents pay of the Defth appears  
that the Damages already sustained & for his Costs taxed at \$8.4 ~ Ex<sup>on</sup> Nov<sup>r</sup> 20 1795  
Joseph Clapp of Easthampton in the County of Hampshire Gent<sup>l</sup> vs  
Jonathan Galt of West Springfield in the same County yeoman Defth  
in a Plea of the Case for that Jonathan at 1<sup>st</sup> Easthampton on  
April 14<sup>th</sup> last by his Note for value rec<sup>d</sup> promised J<sup>o</sup> Clapp to  
pay him of Cedar Mountain pounds ten shillings J<sup>o</sup> Clapp  
by many other ways & the remainder by some other means with  
Interest yet Jonathan the aforesaid has not paid the same  
but neglects it to the Damage of J<sup>o</sup> Clapp Thirty pounds  
This action was entered at the last Term & continued to this Term  
and now the Plff appears & the Defth the three Times called to  
come into Court makes Defiance of Appearance here wherefore  
it is considered by the Court that J<sup>o</sup> Clapp do recover against  
Jonathan

Clapp  
vs  
Galt  
Sept 20<sup>th</sup> 1795

Oliver Uddy & John Foster of Southwick in the County of  
Hampshire Partners in a Plea of the Case by them entered  
into & acknowledged according to the Statute in such Cases  
made & provided, which was entered in Court at the last  
Term thereof when, the Defenses by them then sent into  
Court their Answer to wit, That the S<sup>d</sup> Uddy is indebted &  
shall pay to S<sup>d</sup> Oliver Eleven pounds twelve shillings &  
five pence Damages & eighteen shillings Cost of Arbitration  
Term - and the Case was then continued for Judgment to this  
Term - and now at this Term the S<sup>d</sup> Oliver appears & prays  
Judgment and thereupon it is considered by the Court that S<sup>d</sup> Oliver  
do recover against the S<sup>d</sup> Uddy Thirty eight Dollars & seventy four  
Cents Damages & Costs of which taxed at Dollars D. 8.9 & three pence  
Ex<sup>on</sup> Nov<sup>r</sup> 17 1795

Uddy  
vs  
Foster  
Sept 20<sup>th</sup> 1795

Debalon Fuller of Norwich in the County of Hampshire Physician  
Appell<sup>t</sup> vs Rhoda Rhoades of the same Norwich & Farmer Appellee  
From the Judgment of Nathaniel Eager Esq<sup>r</sup> Justice of the Peace  
at North in the County of Hampshire This Case was entered at the  
last Term & continued to this Term and now the  
Appellee appears & discontinues this Term The Appellant ap-  
pears & prays Judgment for his Costs and it is considered  
by the Court that S<sup>d</sup> Debalon do recover against S<sup>d</sup> Rhoda eight  
teen Dollars & fifty Cents Costs notwithstanding this in the  
Ex<sup>on</sup> Nov<sup>r</sup> 16 1795

Fuller Appel<sup>t</sup>  
vs  
Rhoades  
Sept 20<sup>th</sup> 1795

David Daniels of Ludlow in the County of Hampshire yeoman  
Plff vs. Eliza Porter of Hadley in the same County Esq<sup>r</sup> & Sheriff  
of the County Defth in a Plea as set forth in the Declaration on  
File This action was entered at the last Term & continued to  
this Term and now neither Party appearing this Case is  
dismissed

Daniels  
vs  
Porter Esq<sup>r</sup>  
Sept 20<sup>th</sup> 1795

Thomas Day of West Springfield in the County of Hampshire  
Gent<sup>l</sup> Appel<sup>t</sup> vs. Enoch Day of West Springfield a poor yeoman  
Appellee from the Jury number 14<sup>th</sup> Leonard Esq<sup>r</sup> Justice of the Peace  
This action was entered at the last Term & continued to this Term  
and now neither Party appearing this Case is dismissed

Day Appel<sup>t</sup>  
vs  
Day  
Sept 20<sup>th</sup> 1795

Ward

Blackmer vs  
p 2

Wright Ward of Palmer in the County of Hampshire Gent<sup>r</sup>  
Plaintiff vs Daniel Blackmer of Littlefield in the County of Berkshire  
This Indentman & Baron Gave of Palmer against Esq<sup>r</sup> Deft<sup>r</sup> in a  
Plea of the Case for that s<sup>d</sup> Daniel & Baron at s<sup>d</sup> Palmer on the 2nd  
of 18<sup>th</sup> Inst by their Note for Value rec<sup>d</sup> & promised s<sup>d</sup> Wright  
to pay him or Order Five pounds twelve shillings & eight pence L<sup>ts</sup>  
by April 1<sup>st</sup> then next with Interest Yet s<sup>d</sup> Daniel & Baron the  
suggested have not paid the same but neglects it to the Damage  
of s<sup>d</sup> Wright Twelve pounds — The Plea appears & the Deft<sup>r</sup> the  
then Times called to come into Court make Default of appearance  
here whereupon it is considered by the Court that the said Wright  
do recover against the said (Daniel & Baron nineteen Dollars and  
sixty one Cents Damages & Costs of Suit taxed at Doll<sup>r</sup> 6<sup>ts</sup> 29 &  
Knapp &

Exempt 2200. 20 1795—

Southworth  
p 4

Frederick Southworth of Cummington in the County of Hampshire Esq<sup>r</sup>  
Plaintiff vs John Newman of Windsor in the County of Berkshire Esq<sup>r</sup>  
Deft<sup>r</sup> in a Plea of the Case for that s<sup>d</sup> John at Cummington & received  
on July 29. 1795 by his Note for Value rec<sup>d</sup> & promised s<sup>d</sup> Frederick  
to pay him or Order Six pounds twelve shillings (equal to twenty two  
Dollars) on Demand with Interest Yet said John the suggested  
has not paid the same but neglects it to the Damage of s<sup>d</sup> Frederick  
Eighty Dollars — The Plea appears & the Deft<sup>r</sup> the then Times called to  
come into Court make Default of appearance here whereupon it  
is considered by the Court that s<sup>d</sup> Frederick do recover against the s<sup>d</sup>  
John Twenty two Dollars & thirty nine Cents Damages & Costs of Suit  
taxed at Dollars 4<sup>ts</sup> 8<sup>ts</sup> — Whereupon s<sup>d</sup> John be & for Wadsworth  
his Att<sup>r</sup> comes into Court & appeals from the Judgment of this Court  
to the Supreme Judicial Court to be holden at Northampton and for  
s<sup>d</sup> County of Hampshire on the 2nd Tuesday of April next: he  
recognizes with Surety for s<sup>d</sup> John prosecuting the same as s<sup>d</sup> Deft<sup>r</sup>

Cottins  
p 5

George Cottins of Plainfield in the County of Hampshire Esq<sup>r</sup>  
Plaintiff vs Jacob Allen of the same Plainfield Esq<sup>r</sup> Deft<sup>r</sup> in a Plea of  
the Case for that s<sup>d</sup> Jacob at Plainfield by his Note for Value rec<sup>d</sup> &  
promised s<sup>d</sup> Cottins to pay him or Order Five pounds & thirty three  
Dollars & thirty three Cents with Interest Yet s<sup>d</sup> Jacob the suggested  
has not paid the same but neglects it to the Damage of s<sup>d</sup> Cottins  
Twenty Dollars — The Plea appears & the Deft<sup>r</sup> the then Times called to  
come into Court make Default of appearance here whereupon it  
is considered by the Court that said George do recover against the said  
Jacob Thirty two Dollars & eighty six Cents Damages & Costs of  
Suit taxed at Dollars 4<sup>ts</sup> 8<sup>ts</sup> — Whereupon s<sup>d</sup> Jacob be & for  
his Att<sup>r</sup> comes into Court & appeals from the Judgment of this Court  
to the Supreme Judicial Court to be holden at Northampton and for  
the County of Hampshire on the 2nd Tuesday of April next: he  
recognizes with Surety for s<sup>d</sup> Jacob prosecuting the same as s<sup>d</sup> Deft<sup>r</sup>

18

19

James Gold of Littlefield in the County of Berkshire Esq<sup>r</sup> Plaintiff  
vs John Smith of Northampton in the County of Hampshire Esq<sup>r</sup> Deft<sup>r</sup>  
in a Plea of the Case for that s<sup>d</sup> John at Northampton by his Note for Value rec<sup>d</sup> &  
promised s<sup>d</sup> Gold to pay him or Order Five pounds & thirty three  
Dollars & thirty three Cents with Interest Yet s<sup>d</sup> John the suggested  
has not paid the same but neglects it to the Damage of s<sup>d</sup> Gold  
Twenty Dollars — The Plea appears & the Deft<sup>r</sup> the then Times called to  
come into Court make Default of appearance here whereupon it  
is considered by the Court that said James do recover against the said  
John Thirty two Dollars & eighty six Cents Damages & Costs of  
Suit taxed at Dollars 4<sup>ts</sup> 8<sup>ts</sup> — Whereupon s<sup>d</sup> John be & for  
his Att<sup>r</sup> comes into Court & appeals from the Judgment of this Court  
to the Supreme Judicial Court to be holden at Northampton and for  
the County of Hampshire on the 2nd Tuesday of April next: he  
recognizes with Surety for s<sup>d</sup> John prosecuting the same as s<sup>d</sup> Deft<sup>r</sup>

John Trisk of Amherst in the County of Hampshire Plaintiff  
 versus Charles W. B. of Amherst in the County of Hampshire Defendant  
 in a Plea of the Case for that said Charles W. B. on November 12th last by his Note for the sum of one hundred and twenty dollars or order Seventeen pounds some fifty and six cents promissory in four months with interest at 6 per cent the plaintiff has never paid the same but neglects it to the Damage of the Plaintiff sixty Dollars. The Plaintiff appears at the Docket the three Times called to come into Court under Default of Appearance here whereupon it is considered by the Court that said Charles W. B. do recover against said Plaintiff Twenty Dollars and twenty one Cents Damages & Costs of Suit taxed at Dollars 5. 71 & the Judge  
 Done at Nov. 26 1795

Oliver Chapin & Oliver Esley both of Orange in the County of Hampshire Plaintiffs  
 versus Amasa Thayer of the same Orange Defendant  
 in a Plea of the Case for that said Amasa Thayer on August 18th last by his Note for Value received promised the Plaintiff to pay them or order Nine pounds four shillings being thirty two Dollars & thirty four Cents on Demand with Interest yet said Amasa Thayer the defendant has never paid the same but neglects it to the Damage of the Plaintiff sixty Dollars. The Plaintiff appears at the Docket the three Times called to come into Court under Default of Appearance here whereupon it is considered by the Court that said Oliver Chapin & Esley do recover against the Defendant Thirty two Dollars & sixty five Cents Damages & Costs of Suit taxed at Dollars 5. 90 and the Judge  
 Done at Nov. 26 1795

Simon Newman of Windsor in the County of Berks Plaintiff  
 versus Luther Bisbee of Cummington in the County of Hampshire Defendant  
 in a Plea of the Case for that said Luther Bisbee on June 10th 1793 by his Note for Value received promised said Simon to pay him twelve pounds in Money meaning what Cattle on October 15th 1794 with Interest yet said Luther Bisbee the defendant neglects to pay the same but neglects it to the Damage of the Plaintiff sixty Dollars. The Plaintiff appears at the Docket the three Times called to come into Court under Default of Appearance here whereupon it is considered by the Court that said Simon do recover against the Defendant Forty five Dollars & eighty Cents Damages & Costs of Suit taxed at Dollars 5. 41. Whereupon the said Luther by Attorney Bushman Att. moves into Court & appeals from the Judgment of this Court to the Honorable Judicial Court to be holden at Northampton aforesaid on the next Tuesday the next & hereinafter with further for said Luther's prosecution and appeal with Effects &c.

Oliver Parish of Worthington in the County of Hampshire Plaintiff  
 versus David Pease of the same Worthington Defendant  
 in a Plea de as is set forth in the Declaration on File &c.  
 neither Party appearing in Court this Case is dismissed  
 Done at Nov. 26 1795

John Courser of Worthington in the County of Hampshire Plaintiff  
 versus Herkshire Partridge of the same Worthington Defendant  
 in a Plea of the Case for that said Herkshire Partridge on August 16th 1794 by his Note for Value received promised the Plaintiff to pay him Seven pounds equal to twenty four Dollars & thirty four Cents

1780<sup>th</sup> Term 1795 in one year with Interest yet S<sup>r</sup> Henry has not requested his note  
performed his promise but appears to the Damage of said  
John forty Dollars The Pet appears in the Dep<sup>th</sup> the three Times called  
to come into Court under Default of appearance here Wherefore it is  
considered by the Court that the S<sup>r</sup> Henry do recover against the said  
John which Twenty five Dollars eight Cents Damages & Costs of Suit  
taxed at Dollars 4<sup>th</sup> 75 & thus paid  
Exon. p<sup>o</sup> 2208: 18 1795

Whiting  
Partridge  
p<sup>o</sup> 16

James Whiting of Hartford in the State of Connecticut Plaintiff  
vs. Henry Partridge of Worthington in the County of Hampshire  
Defendant in & Plaintiff of the Case for that S<sup>r</sup> Henry on April 16<sup>th</sup>  
1793 by his note for Value rec<sup>d</sup> promised  
to pay the Pet to pay him six pounds twelve shillings equal to twenty  
four Dollars on Demand with Interest yet S<sup>r</sup> Henry has not  
requested has never performed his promise but appears to the  
Damage of S<sup>r</sup> James forty Dollars The Pet appears in the Dep<sup>th</sup>  
the three Times called to come into Court under Default of  
appearance here Wherefore it is considered by the Court that the  
James do recover against S<sup>r</sup> Henry which Twenty four Dollars six  
Cents Damages & Costs of Suit taxed at Dollars 5<sup>th</sup> 24 & thus paid  
Exon. p<sup>o</sup> 2208: 18 1795

Perry  
Barwell  
p<sup>o</sup> 18

Joseph Perry of Partridgefield in the County of Berkshire Plaintiff  
vs. Elias Barwell of Conway in the County of Hampshire  
Defendant in & Plaintiff of the Case for that S<sup>r</sup> Elias on April 16<sup>th</sup>  
1793 by his note for Value rec<sup>d</sup> promised the Pet to pay  
him thirty two bushels of Corn on Demand with Interest  
yet S<sup>r</sup> Elias has not requested has never performed his promise  
but appears to the Damage of S<sup>r</sup> Joseph Twenty pounds  
The Pet appears in the Dep<sup>th</sup> the three Times called to come into  
Court under Default of appearance here Wherefore it is consid  
ered by the Court that S<sup>r</sup> Joseph do recover against S<sup>r</sup> Elias  
Twenty one Dollars & fifty six Cents Damages & Costs of Suit tax  
ed at Dollars 4<sup>th</sup> 85 & thus paid

Robbins  
Smith  
p<sup>o</sup> 20

Joseph Robbins of Durfield in the County of Hampshire Plaintiff  
vs. John Smith of Colrain in the same County Defendant in & Plaintiff  
of the Case for that S<sup>r</sup> Joseph on June 1<sup>st</sup> 1791 lent said  
S<sup>r</sup> Smith a certain sum of money to be repaid according to the  
consideration then provided S<sup>r</sup> Joseph to pay him so much  
as the same goods were worth on Demand and S<sup>r</sup> Smith says  
that he has some goods worth thirty seven dollars & that he has  
the money in his hand for the same amount but says that  
he has the Damage of S<sup>r</sup> Joseph forty Dollars The Pet appears in the Dep<sup>th</sup>  
the three Times called to come into Court under Default of appearance  
here Wherefore it is considered by the Court that S<sup>r</sup> Joseph do  
recover against S<sup>r</sup> Smith which Forty Dollars eight Cents  
Damages & Costs of Suit taxed at Dollars 4<sup>th</sup> 93 & thus paid  
Exon. p<sup>o</sup> 2208: 20 1795

Lydia Cathcart of Deerfield in the County of Hampshire Singlewoman  
 vs. George Thary of Deerfield aforesaid yeoman Debt in a  
 Plea of the Case for that s<sup>d</sup> George and s<sup>d</sup> Deerfield on September 5<sup>th</sup>  
 1794 by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> Lydia to pay her  
 or Order in pounds or English Shillings equal to twenty five  
 Dollars on Demand with Interest Yet s<sup>d</sup> George the requested  
 has never paid the same but neglects it to the Damage of s<sup>d</sup>  
 Lydia ten Dollars The Plea appears at the Depth the three Times  
 called to come into Court makes Default of Appearance here  
 Wherefore it is considered by the Court that s<sup>d</sup> Lydia do recover  
 against s<sup>d</sup> George Eighteen Dollars & forty two Cents Dam-  
 ages & Costs of Suit taxed at Dollars 4<sup>th</sup> 49 & thereof a  
 Decree of Court 20 1795

250  
 Nov. Term 1795  
 Cathcart  
 vs  
 Thary  
 No 21

Isabel Boughton of Colrain in the County of Hampshire Singlewoman  
 vs. John Gels of Charlestown in s<sup>d</sup> County yeoman & Gershorn  
 West of Colrain aforesaid yeoman Debt in a Plea of Debt for that  
 s<sup>d</sup> John & Gershorn at Northampton on January 27<sup>th</sup> 1794 by their  
 Obligation under their hands & seals bound themselves to s<sup>d</sup> Isabel  
 the sum of fifty pounds (equal to 188 Dollars & 67 Cents)  
 to be paid on Demand Yet s<sup>d</sup> John & Gershorn the requested  
 have never paid the same but detain it to the Damage of  
 said Isabel Two hundred Dollars The Plea appears at the  
 Depth the three Times called to come into Court makes Default of  
 Appearance here Wherefore it is considered by the Court that the  
 said Isabel do recover against the s<sup>d</sup> John & Gershorn One  
 hundred sixty six Dollars & sixty seven Cents Debt & Costs Suit  
 taxed at five Dollars & eighty two Cents and that s<sup>d</sup> Isabel  
 may have her Excon against s<sup>d</sup> John & Gershorn for twenty  
 five Dollars & seventy three Cents part of the Debt & aforesaid  
 & for the aforesaid Costs Exec<sup>d</sup> of Court 18 1795

Boughton  
 vs  
 Gels  
 No 24

Daniel McAllen of Shelburne in the County of Hampshire ag<sup>t</sup>  
 man vs. William Miller of Colrain in s<sup>d</sup> County yeoman Debt in a  
 Plea of the Case for that s<sup>d</sup> Miller at Northampton  
 on October 7<sup>th</sup> 1794 by his Note for Value rec<sup>d</sup> promised the  
 Plea to pay him or Order £18<sup>th</sup> 19<sup>th</sup> 5 (equal to 63 Dollars &  
 25 Cents) & L<sup>th</sup> on Demand with Interest Yet he has  
 never paid the same the requested but neglects it to the Dam-  
 age of s<sup>d</sup> Daniel sixty six Dollars The Plea appears at the Depth  
 the three Times called to come into Court makes Default of  
 Appearance here Wherefore it is considered by the Court that  
 s<sup>d</sup> Daniel do recover against the said William Thirty one  
 Dollars & sixty four Cents Damages & Costs of Suit taxed at  
 Dollars 5<sup>th</sup> 48 1/2 Whereupon the s<sup>d</sup> William by s<sup>d</sup> Attorney  
 his Att<sup>r</sup> comes into Court & appeals from the Judgment of  
 this Court to the Supreme Judicial Court to be holden at  
 Northampton in & for the County aforesaid on the last Tuesday  
 of April next & he recognizes with sureties for s<sup>d</sup> William  
 prosecuting his s<sup>d</sup> Appeal with Effect

McAllen  
 vs  
 Miller  
 No 25

Nov Term 1795  
Pearl  
v  
S. M. W. D.  
p. 39

Together Pearl v. Southampton in the County of Hampshire, against P. M. W. D. Daniel, Defendant of Waverley in the County of Hampshire, Defendant in a Plea of Trespass on the Case for that P. Daniel above Waverley on December 2<sup>d</sup> 1793 by his Note for Value received promised the P. M. W. D. to pay him fifteen pounds L. 15<sup>00</sup> equal to fifteen Dollars / in P. M. W. D. on or before the first year with interest. P. Daniel the Defendant has not paid the same but neglected to do so. Damage of P. M. W. D. thereon, thirty Dollars. The P. M. W. D. appears & the Def. the three Times called to come into Court make Default of appearance here. Wherefore it is considered by the Court that the said Def. do recover against P. Daniel thirty five Dollars & seventy eight Cents Damages & Costs of Suit taxed at Dollars 4. 29. Whereupon P. Daniel by John Woodbridge his Att<sup>y</sup> appears from the Justices much of the Court to the Supreme Judicial Court to be held at Northampton in & for the County of Hampshire on the next Tuesday of April next & he recognizes with Sureties as the Law directs for P. Daniel, promising him & his Att<sup>y</sup> with Efforts &c.

Luce  
v  
William  
p. 40

Cornelius Luce late of P. M. W. D. in the County of Berkshire, Plaintiff v. Levi Williams of Williamsburgh in the County of Hampshire Defendant in a Plea of the Case for that P. Luce & Williamsburgh & P. M. W. D. on August 12. 1794 by his Note for Value received promised the P. M. W. D. to pay him or Order L. 10. 11 equal to fourteen Dollars & sixty five Cents by October 1<sup>st</sup> then next with interest. P. Luce the Plaintiff has not paid the same but neglected to do so. Damage of P. Cornelius thirty Dollars. The P. M. W. D. appears & the Def. the three Times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that the said Cornelius do recover against the P. Luce thirty five Dollars and seventy five Cents Damages & Costs of Suit taxed at Dollars 4. 43. Exp<sup>d</sup> Nov 18 1795

Lufford  
v  
Tyler  
p. 42

John Lufford of Buckland in the County of Hampshire, Plaintiff v. Nathan Tyler of Buckland also Defendant in a Plea of the Case for that P. Nathan above Buckland on July 20<sup>th</sup> last by his Note for Value received promised the P. M. W. D. to pay him fifteen Dollars & thirty three Cents on Demand with interest. P. Nathan the Plaintiff has not paid the same but neglected to do so. Damage of P. John thirty Dollars. The P. M. W. D. appears & the Def. the three Times called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that P. John do recover against the P. Nathan thirty five Dollars & thirty nine Cents Damages & Costs of Suit taxed at Dollars 5. 8. Exp<sup>d</sup> Nov 18 1795

Lufford  
v  
Tyler  
p. 43

John Lufford of Buckland in the County of Hampshire, Plaintiff v. Nathan Tyler of Buckland also Defendant in a Plea of the Case for that P. Nathan above Buckland on July 20<sup>th</sup> last by his Note for Value received promised the P. M. W. D. to pay him or Order twenty one Dollars & thirty three Cents on Demand with interest. P. Nathan the Plaintiff has not paid the same but neglected to do so. Damage of P. John thirty five Dollars & thirty nine Cents Damages & Costs of Suit taxed at Dollars 5. 8. Exp<sup>d</sup> Nov 18 1795

Nov. Term 1795

Fulmer & al  
vs  
Ward  
p. 44

Nathan Fuller of Goshen & Joseph Smith Junr of Ashfield in the County of Hampshire South Dealers in Trade. Petrs & Cherley Ward of Buckland in s<sup>d</sup> County yeoman Depts in & Plea for that P<sup>r</sup> Ward at Ashfield a find on December 14<sup>th</sup> 1793 by his Note for Value rec<sup>d</sup> promised the P<sup>r</sup> to pay them £ 1. 1. 4 equal to Dollars 3<sup>00</sup> 55 on Demand with Interest also for that s<sup>d</sup> Ward on March 24<sup>th</sup> last by his Note for Value rec<sup>d</sup> promised our Exec<sup>r</sup> Moody to pay him or Order Four pounds equal to Dollars 13<sup>00</sup> 39 1/2 by October 1<sup>st</sup> 1794 next with Interest and P<sup>r</sup> Moody on the same day by his Indorsement on s<sup>d</sup> Note ordered the Court that they to be paid the P<sup>r</sup> Ward s<sup>d</sup> Ward had notice & in Consideration thereof promised the P<sup>r</sup> to pay them the same accordingly and also for that s<sup>d</sup> Ward at Ashfield aforesaid on October 26 1795 being indebted to the P<sup>r</sup> in the sum of six Dollars & twenty two Cents for Goods sold & delivered &c & in Consideration thereof promised to pay the same on Demand & yet the P<sup>r</sup> Ward has not paid either the sum aforesaid but neglects it to the Damage of s<sup>d</sup> P<sup>r</sup> for by Dollars

The P<sup>r</sup> appear & the Depts the three times called to come into Court makes Default of appearance here wherefore it is considered by the Court that P<sup>r</sup> Nathan & Joseph do recover against P<sup>r</sup> Ward Twenty three Dollars & eight two Cents Damages & Cost of Suit taxed at Dollars 4<sup>00</sup> 79 & thereof &c

Excep<sup>t</sup> Nov 18 1795

Arnor Bellings of Conway in the County of Hampshire Husbandman Petrs & Joseph Croft of Buckland in s<sup>d</sup> County yeoman Depts in & Plea of the Case for that s<sup>d</sup> Joseph at Buckland aforesaid on January 24<sup>th</sup> last by his Note for Value rec<sup>d</sup> promised the P<sup>r</sup> to pay him £ 5<sup>00</sup> 9 1/4 (equal to eighteen Dollars & seventy two Cents) by October 15<sup>th</sup> 1794 next with Interest & yet the P<sup>r</sup> has not paid the same but neglects it to the Damage of s<sup>d</sup> Arnor thirty Dollars The P<sup>r</sup> appear & the Depts the three times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the s<sup>d</sup> Arnor do recover against the s<sup>d</sup> Joseph nineteen Dollars & nine Cents Damages & Cost of Suit taxed at Dollars 4<sup>00</sup> 79 & thereof &c

Excep<sup>t</sup> Nov 18 1795

Bellings  
vs  
Croft  
p. 45

Saul Job of Ware in the County of Hampshire yeoman Petrs & Joseph Davis of Buckland in the same County Bloomer Depts in & Plea of the Case for that s<sup>d</sup> Joseph at Ware aforesaid on December 14<sup>th</sup> 1793 by his Note for Value rec<sup>d</sup> promised the P<sup>r</sup> to pay him or Order Six pounds (equal to twenty Dollars) in neat Gold by January 1<sup>st</sup> 1795 & yet s<sup>d</sup> Joseph the P<sup>r</sup> has not performed his s<sup>d</sup> promise but neglects it to the Damage of said Saul forty Dollars The P<sup>r</sup> appear & the Depts the three times called to come into Court makes Default of appearance here wherefore it is considered by the Court that the s<sup>d</sup> Saul do recover against the s<sup>d</sup> Joseph twenty two Dollars & twenty nine Cents Damages & Cost of Suit taxed at Dollars 4<sup>00</sup> 79 & thereof &c

Excep<sup>t</sup> Nov 18 1795

Job  
vs  
Davis  
p. 46

Nov Term 1795

Eddy

Blackman

No 17

George Eddy of Andover in the State of New York Plaintiff  
vs. James Blackman of Worthington in the County of Hampshire Gent  
in a Plea of the Case for that the said James Blackman of Worthington aforesaid on May 16<sup>th</sup>  
last by his Note for Value recd promised the Plaintiff to pay him or Order  
Twenty five pounds eight shillings & seven pence equal to one hundred  
& eighty four Dollars & seventy two Cents) in three months with Interest yet said  
James the respondent has not paid the same but neglected it to  
the Damage of the Plaintiff one hundred Dollars. The Plaintiff appears to the  
Court the three Times called to come with Court and his Dependant appears  
and here wherefore it is considered by the Court that the Plaintiff do  
recover against the Defendant James one hundred & forty eight Dollars and  
sixteen Cents Damages & Costs of Suit taxed at Dollars 8. 6  
Whereupon the said James by Jonathan Woodbridge his Att<sup>y</sup> comes  
into Court & appears from the Judgment of the Court to the Superi-  
or Judicial Court to be holden at Northampton in and for the  
County of Hampshire on the last Tuesday of April next & he  
recognizes with Sureties for the said James prosecuting his Appeal with  
Effect &c

New

Blackman

No 18

William Tew of Andover in the State of New York Plaintiff  
vs. James Blackman of Worthington in the County of Hampshire Gent  
in a Plea of the Case for that the said James Blackman of Worthington  
aforesaid on May 16<sup>th</sup> last by his Note for Value recd promised  
the Plaintiff to pay him or Order Twenty five pounds & eight shillings  
& seven pence equal to one hundred & eighty four Dollars & seventy two Cents) in three months with Interest yet said  
James the respondent has not paid the same but neglected it to the  
Damage of the Plaintiff one hundred Dollars. The Plaintiff appears  
to the Court the three Times called to come with Court and his Dependant  
appears here wherefore it is considered by the Court that the  
Plaintiff do recover against the Defendant James one hundred & forty eight  
Dollars & sixteen Cents Damages & Costs of Suit taxed at Dollars 8. 6 & thereupon  
the said James by Jonathan Woodbridge his Att<sup>y</sup> appears  
from the Judgment of the Court to the Superior Judicial Court to  
be holden at Northampton aforesaid on the last Tuesday of April  
next & he recognizes with Sureties for the said James prosecuting his  
Appeal with Effect &c

White

Humbleton

No 19

Thomas White of the City of New York Plaintiff  
vs. Benjamin Humbleton of Andover in the County of Hampshire Gent  
in a Plea of the Case for that the said Benjamin Humbleton aforesaid  
on April 24<sup>th</sup> last by his Note for Value recd promised the Plaintiff to  
pay him or Order Twenty five pounds equal to one hundred & eighty four  
Dollars & seventy two Cents with Interest yet the said Benjamin  
the respondent has not paid the same but neglected it to the  
Damage of the Plaintiff one hundred Dollars. The Plaintiff appears to the  
Court the three Times called to come with Court and his Dependant  
appears here wherefore it is considered by the Court that the  
Plaintiff do recover against the Defendant Benjamin one hundred and  
eighty four Dollars & seventy two Cents Damages & Costs of Suit taxed at Dollars  
8. 6 Whereupon the said Benjamin by Aaron Burr  
his Att<sup>y</sup> comes into Court & appears from the Judgment of the Court to the  
Superior Judicial Court to be holden at Northampton in and for the  
County of Hampshire on the last Tuesday of April next & he  
recognizes with Sureties for the said Benjamin prosecuting his  
Appeal with Effect &c

62  
 Nov. Term 1795  
 Marcor  
 et  
 Adams  
 p. 50

Hambleton  
Clark  
No 51

p. 52

Nov Term 1795

Board  
Hambledon  
p 53

Jonas Bond of Conway in the County of Hampshire Under Sheriff  
Robert Hambledon of the same County Under Sheriff  
Pls of the Case for that s<sup>d</sup> Bond a s<sup>d</sup> Conway on February 2<sup>d</sup> 1795  
by his Note for Value rec<sup>d</sup> promised the s<sup>d</sup> Sheriff to pay him or Order  
£5<sup>s</sup> 8<sup>d</sup> 11 by October 1<sup>st</sup> then next with Liberty which is equal to  
seventeen Dollars & 65 Cents. Yet he hath never paid the same the  
requested he neglects it to the Damage of s<sup>d</sup> Bond twenty three  
Dollars The s<sup>d</sup> Sheriff appears & the Deft the three Times called to come into  
Court makes Default of appearance here Wherefore it is considered  
by the Court that s<sup>d</sup> Bond do recover against the s<sup>d</sup> Robert Hambledon  
Dollars & one Cent Damages & Costs of which taxed at 10<sup>s</sup> 14<sup>d</sup> 1795  
Whereupon s<sup>d</sup> Robert by his Counsel Strong then<sup>r</sup> his Att<sup>r</sup> appears  
from the Judgment of this Court to the High Sheriff of the County of  
Hampshire & Northampton aforesaid in & for the County aforesaid  
on the last Tuesday of April next & in regard thereto with issue for  
s<sup>d</sup> Roberts procuring s<sup>d</sup> Appeal with Offsets &c

William  
Harwood  
p 54

William Billings of Conway in the County of Hampshire Under Sheriff  
Thomas Harwood of Wiltshire in the same County Under Sheriff  
Pls of the Case for that s<sup>d</sup> Thomas at Conway aforesaid on June  
4<sup>th</sup> 1795 by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> William to pay him  
Twenty pounds equal to sixty six Dollars 36<sup>s</sup> 6 Cents by October 1<sup>st</sup>  
then next with Liberty Also for that s<sup>d</sup> Thomas at Conway aforesaid  
on the day & year aforesaid by his other Note promised s<sup>d</sup> William to  
pay him Ten pounds equal to 33 Dollars 33<sup>s</sup> 6 Cents by August 1<sup>st</sup>  
1795 then next with Liberty Yet s<sup>d</sup> Thomas the requested has not  
paid either the Sums aforesaid but neglects it to the Damage of s<sup>d</sup>  
William One hundred & five Dollars The s<sup>d</sup> Sheriff appears & the Deft  
the three Times called to come into Court makes Default of appear  
ance here Wherefore it is considered by the Court that s<sup>d</sup> William  
do recover against the s<sup>d</sup> Thomas One hundred & two Dollars and  
sixty seven Cents Damages & Costs of which taxed at 10<sup>s</sup> 14<sup>d</sup> 1795  
Whereupon s<sup>d</sup> Thomas p<sup>r</sup> Nov 23 1795  
in the Court

Smith  
Tracy  
p 55

God Smith of Wiltshire in the County of Hampshire Under Sheriff  
Tracy of Wiltshire in the same County Under Sheriff  
Pls of the Case for that s<sup>d</sup> Tracy at Wiltshire aforesaid on Febru  
ary 23<sup>rd</sup> 1795 by his Note for Value rec<sup>d</sup> promised s<sup>d</sup> God to pay him  
or his Order Thirty pounds equal to one hundred Dollars & 30 Cents  
with Liberty Also for that the s<sup>d</sup> Tracy at Wiltshire aforesaid  
on the day & year aforesaid by his other Note for Value rec<sup>d</sup> promised  
s<sup>d</sup> God to pay him or Order Twenty pounds equal to 66 Dollars  
& two pence equal to forty eight Dollars & two Cents with Liberty  
Yet s<sup>d</sup> Tracy the requested hath not paid the same but  
neglects it to the Damage of s<sup>d</sup> God One hundred Dollars  
The s<sup>d</sup> Sheriff appears & the Deft the three Times called to come into  
Court makes Default of appearance here Wherefore it is  
considered by the Court that s<sup>d</sup> God do recover against  
s<sup>d</sup> Tracy Eighty four Dollars & 30 Cents Damages &  
Costs of which taxed at 10<sup>s</sup> 14<sup>d</sup> 1795  
Whereupon s<sup>d</sup> Tracy p<sup>r</sup> Nov 23 1795  
in the Court

Gad Smith of Whately in the County of Hampshire Trader & App<sup>r</sup> vs. Abner Smith of Dedfield in the same County as above Deft<sup>r</sup> Nov. Term 1795  
 in a Plea of the Case for that s<sup>d</sup> Abner a Wholly unpaid on March 10<sup>th</sup> 1795 by his Note for Value rec<sup>d</sup> & promised said Gad to pay him on Order £ 6<sup>l</sup> 1<sup>s</sup> 8<sup>d</sup> equal to 20 Dollars 25<sup>cts</sup> on Demand with Interest yet s<sup>d</sup> Abner has requested hath not paid the same but neglects it to the Damage of the s<sup>d</sup> Gad thirty Dollars - The P<sup>l</sup> appears & the Deft<sup>r</sup> the three Times called to come into Court marks Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> Gad do recover against the s<sup>d</sup> Abner Twenty one Dollars & Seventeen Cents Damages & Costs of Suit taxed at Doll<sup>r</sup> 4<sup>l</sup> 10<sup>s</sup> & then of &c

Smith  
 21  
 Smith  
 No 57-

Gad Smith of Whately in the County of Hampshire Trader & App<sup>r</sup> vs. Oliver Smith of Conway in the County of Hampshire as above Deft<sup>r</sup> Jan<sup>y</sup> Term 18<sup>th</sup> 1795  
 in a Plea of the Case for that s<sup>d</sup> Oliver a Wholly unpaid on March 25<sup>th</sup> 1795 by his Note for Value rec<sup>d</sup> & promised said Gad to pay him on Order Five pounds one shilling equal to 16 Dollars 9<sup>3</sup>/<sub>4</sub> Cents on Demand with Interest yet said Oliver has not paid the same but neglects it to the Damage of said Gad Twenty five Dollars - The P<sup>l</sup> appears & the Deft<sup>r</sup> the three Times called to come into Court marks Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> Gad do recover against s<sup>d</sup> Oliver Seven ten Dollars & forty Cents Damages & Costs of Suit taxed at Doll<sup>r</sup> 4<sup>l</sup> 4<sup>s</sup> - Whereupon s<sup>d</sup> Oliver by Sam<sup>l</sup> Field his Att<sup>y</sup> comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in & for the County of Hampshire on the Tenth Tuesday of April next & he assigns in the Court for s<sup>d</sup> Oliver promise try s<sup>d</sup> Appeal with Offit &c

Smith  
 21  
 Field  
 No 58

Benjamin Pursey & Isaac Smith Pursey both of Portoven the County of Suffolk Com<sup>r</sup> vs. Theodore Mow of Conway in the County of Hampshire as above Deft<sup>r</sup> in a Plea of the Case for that s<sup>d</sup> Theodore on January 28<sup>th</sup> 1793 by his Note for Value rec<sup>d</sup> & promised the P<sup>l</sup>s to pay them on Order Thirty one pounds three shillings & ten pence in several & cashed after that time yet s<sup>d</sup> Theodore has requested hath not paid the same but neglects it to the Damage of said P<sup>l</sup>s Forty pounds - The P<sup>l</sup>s appear & the Deft<sup>r</sup> the three Times called to come into Court marks Default of Appearance here Wherefore it is considered by the Court that the said Benjamin & Isaac do recover against s<sup>d</sup> Theodore One hundred & seventeen Dollars & thirty six Cents Damages & Costs of Suit taxed at Doll<sup>r</sup> 5<sup>l</sup> 5<sup>s</sup> 4<sup>d</sup> & then of &c

Pursey & al  
 21  
 May  
 No 60

Benjamin Pursey & Isaac Smith Pursey both of Portoven in the County of Suffolk Com<sup>r</sup> vs. Asa & James Lamer of Hampshire Deft<sup>r</sup> in a Plea of the Case for that s<sup>d</sup> Asa & James on August 13<sup>th</sup> 1794 by their Note for Value rec<sup>d</sup> & promised the P<sup>l</sup>s to pay them on Order

Lamer  
 21  
 Lamer & al

160 Term 1795

one hundred fifty four pounds 3<sup>d</sup> equal to five hundred and  
thirteen Dollars & thirty eight Cents & on Demand with Interest  
I<sup>d</sup> called & Wm. have not paid the same but neglect to do so  
image of said Pleas five hundred & eighty Dollars - The Pleas appear  
at the Dept the three Times called to come into Court on the Default  
of appearance here Whereupon it is considered by the Court that  
the said Benjamin & Sarah may do recover against the said  
Isaac & North five hundred & four Dollars & six pence Cents  
Damages & Costs of Suit taxed at Dollars 4<sup>th</sup> 2<sup>d</sup> & three pence  
Ex<sup>th</sup> of Nov. 18 1795

James  
Chapman  
1795

James Doane of Northampton in the County of Hampshire  
Plaintiff vs. Ephraim Chapman Jun<sup>r</sup> of Ludlow in the same County  
Defendant in a Plea of the Case for that Ephraim Jun<sup>r</sup> of Ludlow on  
February 27<sup>th</sup> last by his Note for Value received promised the  
Plaintiff to pay him or Order Eleven pounds ten shillings & one  
penny & 10<sup>th</sup> on Demand with Interest of 6<sup>th</sup> per Annum the  
defendant has not paid the same but neglect to do so & the Damage  
of said James five hundred pounds The Pleas appear at the Dept  
the three Times called to come into Court on the Default of  
appearance here Whereupon it is considered by the Court  
that the s<sup>d</sup> James do recover against the s<sup>d</sup> Ephraim thirty  
nine Dollars & eighty nine Cents Damages & Costs of Suit taxed  
at Dollars 4<sup>th</sup> 5<sup>th</sup> 2<sup>d</sup> & three pence  
Ex<sup>th</sup> of Nov. 18 1795

Isaac  
Barber  
1795

Isaac Barber of Northampton in the County of Hampshire  
Plaintiff vs. Silas Barber of Northampton in the s<sup>d</sup> County  
Defendant in a Plea of the Case for that s<sup>d</sup> Silas at s<sup>d</sup> Northampton  
on September 8<sup>th</sup> 1794 by his Note for Value received promised the  
Plaintiff to pay him or Order Eighteen pounds ten shillings & eleven pence  
(equal to sixty seven Dollars & eighty two Cents) on demand  
with Interest of 6<sup>th</sup> per Annum the defendant has not paid the same  
but neglect to do so & the Damage of s<sup>d</sup> Isaac twenty five Dollars  
The Pleas appear at the Dept the three Times called to come into Court  
on the Default of appearance here Whereupon it is considered  
by the Court that s<sup>d</sup> Isaac do recover against s<sup>d</sup> Silas ten  
pounds & six pence Cents Damages & Costs of Suit taxed  
at Dollars 3<sup>th</sup> 2<sup>d</sup> & three pence  
Ex<sup>th</sup> of Nov. 18 1795

Benjamin  
Doane  
1795

Benjamin Doane of Williamsburgh in the County of Hampshire  
Plaintiff vs. Ephraim Chapman Jun<sup>r</sup> of Northampton in the s<sup>d</sup> County  
Defendant in a Plea of the Case for that s<sup>d</sup> Ephraim on  
September 18<sup>th</sup> last by his Note for Value received promised the  
Plaintiff to pay him or Order Nineteen pounds ten shillings  
& one penny (equal to sixty seven Dollars & eighty two Cents) on  
Demand with Interest of 6<sup>th</sup> per Annum the defendant has not paid  
the same but neglect to do so & the Damage of said  
Benjamin twenty five Dollars The Pleas appear at the Dept  
the three Times called to come into Court on the Default of  
appearance here Whereupon it is considered by the Court  
that s<sup>d</sup> Benjamin do recover against s<sup>d</sup> Ephraim thirty  
nine Dollars & eighty nine Cents Damages & Costs of Suit taxed  
at Dollars 3<sup>th</sup> 5<sup>th</sup> 2<sup>d</sup> & three pence  
Ex<sup>th</sup> of Nov. 18 1795

Elias Patnick of Goshen in the County of Hampshire Senior Plaintiff  
 Jonathan Sanderson etc. of Goshen in the County of Hampshire Defendants  
 in and to the Court for that said County at Goshen on May  
 26th last with the following issue One error of said Elias of the sum of  
 One hundred Dollars both a carried over & converted to his own  
 use contrary to Law & to the Damage of said Elias one hundred Dollars  
 The Plaintiff appears & the Defendant the three Times called to come into  
 Court neither Defendant of appearance here Wherefore it is  
 considered by the Court that said Elias do recover against said  
 Jonathan Eighty three Dollars & thirty three Cents Damages &  
 Costs of such taxed at Dollars 7.32 & three of 12  
 Exp<sup>d</sup> Nov<sup>r</sup> 18 1795

Nov<sup>r</sup> Term 1795  
 Patrick  
 the Person  
 Nov<sup>r</sup> 15

Newell & one of Wilberham in the County of Hampshire the  
 Plaintiff Elizabeth Person of Wilberham the Defendant  
 in and to the Court for that said County at Wilberham a Fair on  
 April 23<sup>d</sup> 1792 by his Note for Value rec<sup>d</sup> procured said  
 Newell to pay Thirty two pounds fourteen Shillings & ten pence  
 (equal to One hundred & twenty Dollars fourteen Cents) worth  
 of Best Cattle or good merchandise from by June 10<sup>th</sup> 1795  
 with Interest & yet the requested said Elizabeth has not perfor-  
 med his said Promise but neglected to the Damage of said  
 Newell One hundred & fifty Dollars - The Plaintiff appears  
 & the Defendant the three Times called to come into Court neither  
 Defendant of appearance here Wherefore it is considered by  
 the Court that the said Newell do recover against said Elizabeth  
 One hundred twenty five Dollars & eighty seven Cents Damages  
 & Costs of such taxed at Dollars 5.12 & three of 12  
 Exp<sup>d</sup> Nov<sup>r</sup> 20 1795

Done  
 Person  
 Nov<sup>r</sup> 6

Jonathan Dwight & Lewis Dwight merchants both of Springfield  
 in the County of Hampshire Plaintiffs Joshua Leonard of Wil-  
 berham in the same County Defendant both in and to the  
 Court for that said County on December 25<sup>th</sup> last by his Note for  
 Value rec<sup>d</sup> procured the Plaintiffs to pay them or Order Ten  
 pounds five Shillings & four pence (equal to thirty four Dollars  
 twenty three Cents) on April 20<sup>th</sup> then next with Interest  
 Also for that said Joshua on February 5<sup>th</sup> last by his Note for  
 Value rec<sup>d</sup> procured the Plaintiffs to pay them or Order Thirteen  
 pounds eight Shillings (equal to thirty four Dollars & six seven  
 Cents) on Demand with Interest - Also for that said Joshua  
 on September twenty sixth 1794 by his Note for Value rec<sup>d</sup>  
 procured one Laura Warner to pay him or Order Ten  
 pounds (equal to thirty three Dollars 33 1/3 Cents) with Interest  
 and said Warner on the same day by his Indorsement on said Note  
 appointed the Contents to be paid the Plaintiffs or said Joshua  
 had Notice & in Consideration thereof procured the Plaintiffs to  
 pay them the same accordingly - Yet the requested said Joshua  
 has not paid said sum but neglected to the Damage of said Plaintiffs  
 One hundred & fifty Dollars - The Plaintiff appears & the Defendant the three  
 Times called to come into Court neither Defendant of appearance here  
 Wherefore it is considered by the Court that said Joshua do recover against  
 said Plaintiffs One hundred & seven Dollars & twenty eight  
 Cents

Done  
 Leonard  
 Nov<sup>r</sup> 6

Nov. Term 1795 George Bligh of Springfield in the County of Hampshire Esq<sup>r</sup> vs  
 Bligh &  
 Burbanks & al<sup>l</sup>  
 p. 1070

vs Timothy Burbanks Gent<sup>l</sup> & Daniel Leonard Gent<sup>l</sup> both of West & Spring  
 field in the same County Depts in which of the Case for that S<sup>d</sup> County  
 Depts on May 16<sup>th</sup> last by their Note for Value rec<sup>d</sup> & amount the  
 Debt to pay him or Order Thirteen pounds four shillings & nine pence  
 equal to forty six Dollars 12<sup>1</sup>/<sub>2</sub> Cents on Demand with Interest  
 and the requested cost Timothy & Daniel have never heard the same  
 but neglect it to the Damage of S<sup>d</sup> George fifty Dollars

The Plff appears & the Dfth the three Times called to come into Court  
 make his personal appearance here wherefore it is considered by  
 the Court that S<sup>d</sup> George do recover against S<sup>d</sup> Timothy & Daniel  
 Forty six Dollars & forty six Cents Damages & Costs of Suit taxed  
 at Dollars 4<sup>1</sup>/<sub>2</sub> 93 & thereof

Ex<sup>h</sup> p<sup>o</sup> Nov 23 1795

Parker  
 Person  
 p. 1072

vs Isaac Parker of Andover in the County of Hampshire Esq<sup>r</sup> vs  
 Gideon Parson of the same Andover Gent<sup>l</sup> Depts in which of the Case for that S<sup>d</sup> County  
 Depts on November 22<sup>d</sup> 1794 by his Note for  
 Value rec<sup>d</sup> & amount S<sup>d</sup> Isaac & his heirs or Order Three pounds  
 equal to sixteen Dollars & sixty eight Cents on Demand with the  
 Interest & yet S<sup>d</sup> Gideon the neglected has not paid the same but  
 neglect it to the Damage of S<sup>d</sup> Isaac thirty Dollars The Plff appears  
 & the Dfth the three Times called to come into Court make his personal  
 appearance here wherefore it is considered by the Court that  
 the said Isaac do recover against S<sup>d</sup> Gideon Seventeen Dollars &  
 sixty three Cents Damages & Costs of Suit taxed at Dollars 3<sup>1</sup>/<sub>2</sub> 2  
 & thereof

Ex<sup>h</sup> p<sup>o</sup> Nov 14 1795

vs John Phillips  
 Hubbard  
 p. 1074

vs Peter Smith of Andover in the County of Hampshire Esq<sup>r</sup> vs  
 Stephen Hubbard of the same Andover Esq<sup>r</sup> Depts from the Judgment  
 of Daniel Cooley Esq<sup>r</sup> Just<sup>l</sup> of Paris as is at large set forth in the Copie  
 in File re The said Stephen the original Plff being now three  
 Times called to come into Court is returned in a S<sup>d</sup> Return appears  
 & answers for his Costs and thereupon it is considered by the Court  
 that the S<sup>d</sup> Moses do recover against S<sup>d</sup> Stephen two Cents taxed at  
 Five Dollars & four Cents & thereof

Ex<sup>h</sup> p<sup>o</sup> Nov 17 1795

vs David Smith of Andover in the County of Hampshire Esq<sup>r</sup> vs  
 Joseph Newman & John Walker both of Andover in the same County  
 Depts from the Judgment of Daniel Cooley Esq<sup>r</sup> Just<sup>l</sup> of Paris as is at large set forth in the Copie  
 in File re The said Joseph & John the original Plffs being now three  
 Times called to come into Court are returned in a S<sup>d</sup> Return appears  
 & answers for his Costs and thereupon it is considered by the Court  
 that the S<sup>d</sup> David do recover against S<sup>d</sup> Joseph & John one Dollar & fifty  
 Cents Damages & Costs of Suit taxed at Dollars 1<sup>1</sup>/<sub>2</sub> 6 & thereof

Ex<sup>h</sup> p<sup>o</sup> Nov 17 1795

Simon Town of Greenwich in the County of Hampshire Gent<sup>r</sup> vs<sup>t</sup> the  
 Inhabitants of Greenwich Deft<sup>s</sup> in a Plea of the Case for that the said  
 Inhabitants at Greenwich on June 1<sup>st</sup> 1795 made their Order or Bill  
 subscribed by Joseph Power Robert Little & Roger Webb & others of the  
 said Town duly authorized & directed it to Euben Cooley Treasurer of  
 the said Town requiring him to pay said Simon Sixteen pounds  
 Ten Shillings legal to Fifty five Dollars & which he refused to do  
 & requested him to accept & pay the same which he refused to do  
 whereof the said Inhabitants had Notice & in Consideration thereof  
 promised to pay the same on Demand but have neglected to  
 do so to the Damage of s<sup>d</sup> Simon One hundred Dollars & The  
 Plea appears & the Deft<sup>s</sup> the three Times called to come into Court  
 make Default of Appearance here Wherefore it is considered  
 by the Court that the said Simon do recover against the said  
 Inhabitants Fifty five Dollars Damages & Costs of Suit taxed  
 at Dollars 4.93 & the other, By s<sup>d</sup> Dec<sup>r</sup> 10. 1795

B5  
 N 80<sup>th</sup> Term 1795  
 Stone  
 Gammels  
 No 79

James Wales of Norwich in the County of Hampshire Trader vs<sup>t</sup> Wm  
 Brewster Freeman of the same Norwich Carpenter &  
 Deft<sup>s</sup> in a Plea of the Case for that s<sup>d</sup> Brewster on July 28<sup>th</sup> 1794  
 by his Note for Value rec<sup>d</sup> promised to pay s<sup>d</sup> James  
 or his Order Thirty pounds legal to One hundred Dollars  
 by October 18<sup>th</sup> 1795 with Interest Yet s<sup>d</sup> Brewster the  
 of this requested never paid the same but neglected to the  
 Damage of s<sup>d</sup> James One hundred & twenty Dollars  
 The Plea appears & the Deft<sup>s</sup> the three Times called to come into  
 Court makes Default of Appearance here Wherefore it is  
 considered by the Court that the s<sup>d</sup> James do recover against  
 the s<sup>d</sup> Brewster One hundred & twenty Dollars & sixty Cents  
 Damages & Costs of Suit taxed at Dollars 4.29  
 Whereupon s<sup>d</sup> Brewster by William Gay his Att<sup>r</sup> appeals  
 from the Judgment of the Court to the Supreme Judicial  
 Court to be holden at Northampton aforesaid in & for the  
 County aforesaid on the last Tuesday of April next & he  
 recognizes with Sureties for s<sup>d</sup> Brewster prosecuting said  
 Appeal next Effect &c

Freeman  
 No 81

James Wales of Norwich in the County of Hampshire Trader vs<sup>t</sup> Wm  
 Charles Plummer of the same County Farmer Deft<sup>s</sup> in  
 a Plea of the Case for that s<sup>d</sup> Charles on February 18<sup>th</sup> 1795 by his  
 Note for Value rec<sup>d</sup> promised to pay s<sup>d</sup> James or his Order in  
 Great Broom on June 16<sup>th</sup> then next Twenty one pounds Ten  
 Shillings & seven pence with Interest & s<sup>d</sup> James equal to Twenty  
 one Dollars & eighty two Cents 1/2 Yet s<sup>d</sup> Charles the requested has  
 never performed his promise but neglected to the Damage  
 of said James twenty Dollars The Plea appears & the Deft<sup>s</sup>  
 the three Times called to come into Court makes Default of  
 Appearance here Wherefore it is considered by the Court that  
 the said James do recover against the s<sup>d</sup> Charles Twenty one  
 Dollars & seventy one Cents Damages & Costs of Suit taxed  
 at Dollars 4.42 & the other By s<sup>d</sup> Nov<sup>r</sup> 13 1795

Wales  
 Plummer  
 No 82

Nov. Term 1795

Holden  
Watkins  
p. 83

John Holdard of Northampton in the County of Hampshire. Petitioner  
vs Oliver Watkins late of Partridgefield in the County of Berkshire  
Your Honor doth in a Plea of the Case for that 5<sup>th</sup> Oliver on February  
4<sup>th</sup> 1793 by his Note for Value rec<sup>d</sup> & promised to pay him a  
Order Twenty seven pounds three Shillings equal to ninety Dollars &  
fifty Cents by October 15<sup>th</sup> 1795 with Interest & yet 5<sup>th</sup> Oliver the  
requested has never paid the same but neglected it to the Damage of  
said John Ten hundred twenty Dollars. The Petitioner appeared the  
Defendant three Times called to come into Court on which John  
of appearance here wherefore it is considered by the Court  
that the P<sup>r</sup> John do recover against the 5<sup>th</sup> Oliver One hundred & three  
Dollars & forty three Cents Damages & Costs of which taxed at  
Dollars 3. 85 & thereof do.

Enq<sup>d</sup> Nov 18 1795

Wales  
Freeman  
p. 84

James Wales of Norwich in the County of Hampshire. Petitioner  
vs Joseph Freeman of the same Norwich. Your Honor doth in a  
Plea of the Case for that P<sup>r</sup> Joseph on May 29<sup>th</sup> 1795 by his Note  
for Value rec<sup>d</sup> & promised to pay P<sup>r</sup> James or John Oliver, interest  
seventeen Shillings & two pence equal to thirty nine Dollars &  
fifty three Cents by October 15<sup>th</sup> 1795 with Interest & yet P<sup>r</sup> James  
the requested has not paid the same but neglected it to  
the Damage of said James thirty dollars. The Petitioner appeared  
the Defendant three Times called to come into Court on which James  
of appearance here wherefore it is considered by the Court that the  
P<sup>r</sup> James do recover against the P<sup>r</sup> Joseph ten dollars & fifty one  
Cents Damages & Costs of which taxed at Dollars 4. 29. When on  
the P<sup>r</sup> Joseph by Wm Gay his Att<sup>r</sup> comes into Court & appeals from the  
Judgment of the Court to the Supreme Judicial Court to be held  
at Northampton in the County of Hampshire on the 1<sup>st</sup> Tuesday of  
April next & in recognizance with sureties for P<sup>r</sup> Joseph, prosecuting  
appeal with Effect &c.

Abraham  
Griswold  
p. 85

Thosel Abwater of Branford in the County of Hampshire. Petitioner  
vs Aaron Griswold of Norwich in the County of New York. Petitioner  
vs Aaron of the Case for that P<sup>r</sup> Aaron on P<sup>r</sup> Branford on August 19<sup>th</sup>  
1794 by his Note for Value rec<sup>d</sup> & promised to pay to him  
on Demand Seven hundred thirty four Shillings equal to twenty five  
Dollars & fifty Cents with Interest & yet P<sup>r</sup> Aaron the requested  
hath not performed his said promise but neglected it to the  
Damage of said Thosel forty Dollars. The Petitioner appeared the  
Defendant three Times called to come into Court on which Thosel  
of appearance here wherefore it is considered by the Court that the  
said Thosel do recover against the P<sup>r</sup> Aaron Eighteen Dollars  
& eight five Cents Damages & Costs of which taxed at Dollars 4. 74  
& thereof do.

Enq<sup>d</sup> Nov 20 1795

Nov Term 1795

Robert King of Blanford in the County of Hampshire Esq<sup>r</sup> vs Joseph Henry of Boker in s<sup>d</sup> County yeoman Deft in a Plea of the Case for that s<sup>d</sup> Joseph at s<sup>d</sup> Blanford on January 28<sup>th</sup> 1793 by his Note for Value recd promised s<sup>d</sup> Robert to pay him or Order, three pounds six shillings equal to Seventeen Dollars & thirty three Cts by s<sup>d</sup> Henry 1<sup>st</sup> then next with Interest till paid. s<sup>d</sup> Robert has requested that s<sup>d</sup> Henry perform his s<sup>d</sup> promise but neglects it to the Damage of s<sup>d</sup> Robert thirty Dollars. The Deft appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> Robert do recover against the s<sup>d</sup> Joseph fifteen Dollars & eighty six Cents Damages & Costs of Suit taxed at Dollars 4<sup>th</sup> 88 & thereof do. *Ex m<sup>o</sup> Nov 20 1795*

King  
Henry  
No 80

David Memon of Marlborough in the County of Middlesex Gent<sup>l</sup> vs Anthony Sear of Blanford in the County of Hampshire Esq<sup>r</sup> Deft in a Plea of the Case for that s<sup>d</sup> Anthony at s<sup>d</sup> Blanford on October 18<sup>th</sup> 1788 by his Note for Value recd promised s<sup>d</sup> David to pay him Twenty seven pounds equal to ninety Dollars in one year with Interest. s<sup>d</sup> Anthony has requested that s<sup>d</sup> David perform his s<sup>d</sup> promise but neglects it to the Damage of s<sup>d</sup> David thirty Dollars. The Deft appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> David do recover against s<sup>d</sup> Anthony Forty seven Dollars & ninety one Cents Damages & Costs of Suit taxed at Dollars 7<sup>th</sup> 54 & thereof do. *Ex m<sup>o</sup> Nov 20 1795*

Memon  
Sear  
No 87

Thos<sup>l</sup> Atwater of Blanford in the County of Hampshire Gent<sup>l</sup> vs Gad Lyman of Norwich in s<sup>d</sup> County yeoman Deft in a Plea of the Case for that s<sup>d</sup> Gad at s<sup>d</sup> Norwich on May 12<sup>th</sup> last by his Note for Value recd promised s<sup>d</sup> Thos<sup>l</sup> to pay him Ten pounds eleven shillings & eleven pence equal to thirty five Dollars & forty Cents on October 1<sup>st</sup> then next with Interest. s<sup>d</sup> Gad has requested that s<sup>d</sup> Thos<sup>l</sup> perform his s<sup>d</sup> promise but neglects it to the Damage of s<sup>d</sup> Thos<sup>l</sup> six Dollars. The Deft appears & the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Thos<sup>l</sup> do recover against the said Gad thirty six Dollars & thirty nine Cents Damages & Costs of Suit taxed at Dollars 4<sup>th</sup> 77. Whereupon s<sup>d</sup> Gad by William Gay his Att<sup>y</sup> comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on the last Tuesday of April next & he recognises with sureties for s<sup>d</sup> Gad prosecuting s<sup>d</sup> Appeal with Effects &c.

Atwater  
Lyman  
No 88

Joseph Henry of Boker in the County of Berkshire yeoman vs Joel White of Blanford in the County of Hampshire Esq<sup>r</sup> Deft in a Plea of the Case for that s<sup>d</sup> Joel at s<sup>d</sup> Blanford on July 15<sup>th</sup> last by his Note for Value recd promised said Joseph to pay him Three pounds six shillings equal to eleven Dollars on Demand with Interest &c. Also for that the said Joel at s<sup>d</sup> Blanford on the same day by his other Note for Value recd promised s<sup>d</sup> Joseph to pay him Two

Henry  
White  
No 90

1300 Term 1795  
It said Joel the requested has not performed his promise but requests  
as to the Damage of 50 Shillings per 100 Dollars The Plaintiff says that the Defendant  
the three Times called to come into Court makes Default of Appearance here  
Wherefore it is considered by the Court that the Plaintiff do recover  
against the Defendant Twenty Dollars & thirty three Cents Damages and  
Costs of Suit taxed at Dollars 5. 11. 2. & thus of the  
Expenses Nov 20 1795

Barber  
v  
Hill  
1791

John Barber of Northfield in the County of Hampshire 1791. Plaintiff  
vs. Samuel Munn of the same Northfield defendant in a Plea of the  
Case for that Samuel Munn a free Northfield on January 7<sup>th</sup> by his  
Note for Value received promised the Plaintiff to pay him or Order Seven  
teen pounds seventeen Shillings & eight pence equal to fifty four  
dollars & sixty two Cents & the Plaintiff on Demand yet Samuel Munn  
the requested has not paid the same but requests as to the Damage  
of 50 Shillings per 100 Dollars The Plaintiff appears & the Defendant the three  
Times called to come into Court makes Default of Appearance  
here Wherefore it is considered by the Court that the Plaintiff do  
recover against the Defendant Twenty two Dollars & 51 Cents Damages  
& Costs of Suit taxed at Dollars 5. 44 & thus of the  
Expenses Nov 17 1795

Barber  
v  
Hill  
1792

John Barber of Northfield in the County of Hampshire 1792. Plaintiff  
vs. David Hill of Orange in the County of Hampshire defendant in a Plea of the  
Case for that David Hill on May 4<sup>th</sup> 1792 by his Note for Value  
received promised the Plaintiff to pay him or Order eight  
Shillings & ten pence equal to fourteen dollars & eighty pence  
& the Plaintiff on Demand yet David Hill the requested has not  
paid the same but requests as to the Damage of 50 Shillings per 100  
Dollars The Plaintiff appears & the Defendant the three Times called  
to come into Court makes Default of Appearance here Wherefore  
it is considered by the Court that the Plaintiff do recover against  
David Hill Seven dollars twenty six & half Cents Damages and  
Costs of Suit taxed at Dollars 5. 60 & thus of the  
Expenses Nov 17 1795

Barber  
v  
Hill  
1795

David Barber of Northfield in the County of Hampshire 1795. Plaintiff  
vs. William Mather of Northfield in the County of Hampshire defendant in a Plea of the  
Case for that William Mather on December 18<sup>th</sup> 1793 by his  
Note for Value received promised the Plaintiff to pay him or Order  
Twenty seven Shillings & five pence the Plaintiff says that the  
Defendant on Demand would have paid the same but requests as to the  
Damage of 50 Shillings per 100 Dollars The Plaintiff appears & the Defendant the three  
Times called to come into Court makes Default of Appearance  
here Wherefore it is considered by the Court that the Plaintiff do  
recover against the Defendant Forty eight Dollars  
& fifty four Cents Damages & Costs of Suit taxed at Dollars 5. 13  
& thus of the  
Expenses Nov 20 1795

Jonathan M. Piffel of Montague in the County of Hampshire was  
 major Plaintiff in Edmund Thibron's case for that said Montague Court  
 in a Plea of the Case for that said Edmund on August 28 1794 by his  
 Note for Value recd promised the Plaintiff to pay him on his Order  
 Fifty pounds equal to One hundred & sixty six Dollars & sixty six  
 Cents by September 1<sup>st</sup> then next, in which Stock at Cash  
 paid the same but refuses it to the Damage of Jonathan  
 Two hundred dollars - The Plaintiff appears & the Defendant does not  
 called to come into Court makes Default of Appearance here  
 Wherefore it is considered by the Court that Jonathan do  
 recover against the said Edmund ninety one Dollars & thirty one  
 Cents Damages & Costs of Suit taxed at Dollars 4. 80 -  
 Whereupon said Edmund by W. M. Coleman his Att<sup>y</sup> comes into  
 Court & appeals from the Judgment of the Court to the next  
 General Court to be holden at Northampton in & for  
 the County aforesaid on the last Tuesday of April next & he  
 assigns with Certificate for said Edmund prosecuting Appeal with  
 Effect &c

257  
 1<sup>st</sup> Term 1795  
 Piffel  
 Plaintiff  
 v  
 Edmund  
 Defendant  
 1795

Samuel Brewer of Northfield in the County of Hampshire was  
 Plaintiff in Clement's case for that said Northfield Court  
 in a Plea of the Case for that said Clement on September 28 1792  
 by his Note for Value recd promised the Plaintiff to  
 pay him on Order ten shillings & eight pence equal to  
 one dollar & seventy seven Cents on Demand & Interest -  
 Also for that said Clement on October 27 1795 being indebted  
 to the Plaintiff in the Sum of thirteen dollars & forty six Cents  
 according to the Account annexed to the Writ & in Consideration  
 thereof promised the Plaintiff to pay him the same on Demand  
 After the requested said Clement has not paid either Sum  
 but refuses it to the Damage of said Samuel Forty Dollars  
 The Plaintiff appears & the Defendant does not  
 makes Default of Appearance here Wherefore it is considered  
 by the Court that the said Samuel do recover against the said  
 Clement Twenty Dollars & thirty eight Cents Damages & Costs of  
 Suit taxed at Dollars 5. 54 & thereof on 20 1795

Brewer  
 Plaintiff  
 v  
 Clement  
 Defendant  
 1795

Samuel Cook Moses Peter Golt & Joseph Locke all of Hadley in the  
 County of Hampshire Boatmen Plaintiff at Titus Morgan of West  
 Springfield in said County yeoman Defendant in a Plea of the Case  
 for that said Titus at said Hadley on February 16<sup>th</sup> 1795 by his  
 Note for Value recd promised the Plaintiff to pay them on Order  
 Four pounds nine shillings & eleven pence equal to Seventy four  
 Dollars & ninety nine Cents on Demand with Interest  
 said Titus the requested has never paid the same but neglects it  
 to the Damage of said Samuel Moses & Joseph Thirty five Dollars -  
 The Plaintiff appears & the Defendant does not  
 makes Default of Appearance here Wherefore it is considered  
 by the Court that said Samuel & Moses & Joseph do recover against  
 the said Titus Twenty five Dollars & thirty eight Cents  
 Damages & Costs of Suit taxed at Dollars 3. 49 & thereof  
 Execut<sup>d</sup> Nov 18<sup>th</sup> 1795

Cook &c  
 Plaintiff  
 v  
 Morgan  
 Defendant  
 1795

Nov Term 1795  
Piper  
Phillips vs al  
p. 131

Jonathan Edwards, Peter of Shadley in the County of Hampshire Plaintiff vs. Sara Phillips Sherbandman Thompson Maxwell Gent<sup>l</sup> Nathaniel Robinson Sherbandman all of Charlestown in s<sup>d</sup> County Def<sup>s</sup> in a Plea of the Case for that s<sup>d</sup> Sara Thompson & Nathaniel on May 21 last by their Note for Value rec<sup>d</sup> borrowed of s<sup>d</sup> Jonathan to pay into Order Twenty pounds even p<sup>cs</sup> Shillings & eight pence (equal to sixty nine dollars & eighty one Cents) within two months with Interest & Def<sup>s</sup> the requested have never paid the same but neglect to the Damage of the s<sup>d</sup> Jonathan One hundred Dollars & The Pl<sup>ff</sup> appears & the Def<sup>s</sup> the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> Jonathan do recover against the s<sup>d</sup> Sara Thompson & Nathaniel severally one Dollar & fifty eight Cents Damages & Costs of Suit taxed at Dollars 4. 16 - Whereupon the said Def<sup>s</sup> by Jonathan Woodbridge then Att<sup>y</sup> General from the Judgm<sup>t</sup> of this Court to the Superior Judicial Court to be holden at Northampton in s<sup>d</sup> County of Hampshire on the last Tuesday of April next & he requires with Counsel for their prosecution their s<sup>d</sup> Appeal with Costs &c

Cook vs al  
Toms  
p. 132

Samuel Cook & Moses Pike both of Shadley in the County of Hampshire Plaintiffs vs. Lemuel Arms of Fairfield in s<sup>d</sup> County Trader Def<sup>t</sup> in a Plea of the Case for that s<sup>d</sup> Samuel on September 1<sup>st</sup> last in Consideration that s<sup>d</sup> Samuel and Moses had before that Time done & performed certain Labour & Service in their Business as Boatmen as stated in the Quam<sup>t</sup> on coupled to the Declaration under oath & to s<sup>d</sup> Samuel & Moses, moved to pay them therefor as much money as they reasonably served to have on Demand & the Pl<sup>ffs</sup> say they demand to have therefor Eighteen Dollars & four Cents & yet s<sup>d</sup> Lemuel the requested has not paid the same but neglects to the Damage of said Samuel & Moses Twenty Dollars - The Pl<sup>ffs</sup> appear & the Def<sup>t</sup> the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that the said Samuel & Moses do recover against the s<sup>d</sup> Lemuel sixteen dollars & four Cents Damages & Costs of Suit taxed at Dollars 3. 50 & thereof &c

Rogers vs al  
p. 133

Moses Rogers of Shadley in the County of Hampshire Plaintiff vs. Luke Rice of Charlestown in s<sup>d</sup> County Defendant in a Plea of the Case for that s<sup>d</sup> Luke on October 15 last borrowed of s<sup>d</sup> Rogers and borrowed s<sup>d</sup> money to pay him or Order Twenty pounds equal to seventy seven Cents & ordered him with the said Luke the requested has not paid the same but neglects to the Damage of s<sup>d</sup> Rogers for by Dollars - The Pl<sup>ff</sup> appears & the Def<sup>t</sup> the three Times called to come into Court make Default of Appearance here Wherefore it is considered by the Court that s<sup>d</sup> Rogers do recover against the s<sup>d</sup> Luke sixteen Dollars and four Cents Damages & Costs of Suit taxed at Dollars 4. 25 & thereof &c

Jonathan Giddis of Greenfield in the County of Hampshire Decd<sup>r</sup> 20<sup>th</sup> 1790  
 Rep<sup>r</sup> of Silas Fowler of Northwicks in the County of Hampshire Decd<sup>r</sup> 20<sup>th</sup> 1790  
 came in so County Court in a Plea of the Case for that Silas & Abner  
 Decd<sup>r</sup> on August 27<sup>th</sup> last by their note for Value and promised  
 said Jonathan to pay him or Order Twenty Four pounds then the highest  
 & Ten pence equal to seventy three Dollars & ninety eight Cents. In  
 October 18<sup>th</sup> then next with Silas & Abner Decd<sup>r</sup> the request  
 had been not paid the same but neglected to the Damage of said  
 Jonathan One hundred Dollars. The Plea appears & the Def<sup>t</sup>  
 the three Times called to come into Court make Default appear  
 and here wherefore it is considered by the Court that Silas & Abner  
 do recover against Silas & Abner Twenty four Dollars & ninety  
 eight Cents Damages & Costs of Suit taxed at Dollars 4. 55 & therefor  
 Exp<sup>r</sup> Nov. 16 1790

28  
 Nov<sup>r</sup> Term 1795  
 Scavit  
 Consociat  
 No 106

John Linsee of Patterson Place in the State of New York apoman  
 Rep<sup>r</sup> of Silas Fowler Gent<sup>l</sup> & Abner Fowler apoman both of  
 Northwicks in the County of Hampshire Decd<sup>r</sup> in a Plea of  
 Covenant broken. Whereon John says that at Westfield in the  
 County of Hampshire on June 21<sup>st</sup> 1782 Silas & Abner  
 made & sealed & delivered him Silas & Abner Deed poll  
 whereby it is witnessed that they in Consideration of Eighty  
 pounds in hand paid by John did grant & absolutely  
 gave grant bargain sell alien release convey & confirm to  
 John his heirs & assigns a certain Tract of Land lying in the  
 Township of Westfield aforesaid on the South side of Sandy  
 mill brook containing five ten Acres Number ninety six  
 being in word the thirteen rods bounded Easterly by Spring  
 field Line westerly by the Brook aforesaid or pond South  
 by the Land laid out to John Bancroft & northerly by  
 John Shook Land & the Lot aforesaid was laid out to Samuel  
 Fowler Senr to have & to hold the above described Tract  
 of Land with the Appurtenances to John & his Heirs  
 And Silas & Abner did covenant & engage that they were  
 lawfully seized thereof & had good right to sell & convey  
 the same free of all Incumbrances. And John avers  
 that at the Time of the Execution of said Deed or any other  
 Time Silas & Abner were never seized of the thirteen Acres  
 described as aforesaid & that they had no right to sell the  
 same & that because never seized by Virtue of the Deed  
 aforesaid to John & so said Silas & Abner have broken  
 their Covenant & not kept the same to the Damage of said  
 John Two hundred Dollars. The Plea appears & the Def<sup>t</sup>  
 the three Times called to come into Court make Default  
 of appearance here wherefore it is considered by the Court  
 that the John do recover against the Silas & Abner Three  
 hundred Dollars & ninety eight Cents Damages & Costs of Suit  
 taxed at Dollars 6. 15 & therefor Exp<sup>r</sup> Nov 27 1795

Linsee  
 Fowler & al  
 No 117

William Cooley of Greenfield in the County of Hampshire  
 Gent<sup>l</sup> Rep<sup>r</sup> of Silas Fowler of Northwicks in P<sup>r</sup> County Gent<sup>l</sup>  
 Decd<sup>r</sup> in a Plea of the Case for that Silas & Abner  
 on July 6 1795 by his note for Value and promised the  
 to him him or Order Four pounds & the following Legat to

Cooley  
 Fowler  
 No 118

Nov<sup>r</sup> Term 1795

fourteen Dollars sixty six & two third Cents) in two installments with  
Interest upon the same the undersigned has now paid the same with  
neglect to the Damage of <sup>d</sup> William Thirty Dollars The  
Def<sup>t</sup> appears, & the Def<sup>t</sup> the same Time called to come into Court  
makes Default of Appearance here Where for it is consid  
ered by the Court that <sup>d</sup> William do move against the <sup>d</sup>  
Jas Thouten Dollars & twenty seven Cents Damage, & Cost of  
such taxed at Dollars 5. 18 & three far. Ex<sup>o</sup> of Nov 17 1795

Stump &  
v  
Ballings  
N<sup>o</sup> 114

Edgar Stump of Northampton in the County of Hampshire Def<sup>t</sup>  
vs. John Ballings of Conway in the County of Hampshire Def<sup>t</sup>  
in a Plea of the Case for that <sup>d</sup> John at <sup>d</sup> Northampton on  
September 8<sup>th</sup> 1792 by his Note for value rec<sup>d</sup> to wit in London  
for of Three pounds twelve shillings which <sup>d</sup> John had collected  
& received for <sup>d</sup> Edgar in May 1790 promised <sup>d</sup> Edgar to pay  
him the same with Interest upon Demand Yet <sup>d</sup> John the  
undersigned has not paid the same but neglects it & the Damage  
of said Edgar Eight pounds. The Def<sup>t</sup> appears & the Def<sup>t</sup> the  
same Time called to come into Court makes Default of Appearance  
here Where for it is considered by the Court that the said  
Edgar do move against the <sup>d</sup> John Seven Dollars Damages  
& Cost of such taxed at Dollars 3. 50 & three far. Ex<sup>o</sup> of Nov 17 1795

Commonwealth  
v  
John Tilton  
N<sup>o</sup> 115

The Commonwealth vs. Jonathan Tilton son of Granville in  
the County of Hampshire Def<sup>t</sup> in an Action of Debt for the Payment  
of his Prognoscance as is at large set forth in the Libel in this  
The Commonwealth appears by C. Strong Att<sup>r</sup> & the <sup>d</sup> Jonathan in his  
own Person And it is considered by the Court that the said  
Tilt be dismissed

Same  
v  
John Tilton  
N<sup>o</sup> 116

Commonwealth vs. John Tilton of Granville in the County of  
Hampshire Def<sup>t</sup> in an Action of Debt for the Payment of  
his Prognoscance as is at large set forth in the Libel in this  
The Commonwealth appears by C. Strong Att<sup>r</sup> & the <sup>d</sup> John in  
his own Person And it is considered by the Court that the  
Tilt be dismissed

Same  
v  
John Tilton  
N<sup>o</sup> 117

The Commonwealth vs. John Tilton of Granville in the County of  
Hampshire Def<sup>t</sup> in an Action of Debt for the Payment of  
his Prognoscance as is at large set forth in the Libel in this  
The Commonwealth appears by C. Strong Att<sup>r</sup> & the <sup>d</sup> John in  
his own Person And it is considered by the Court that the  
Tilt be dismissed

Same  
v  
John Tilton  
N<sup>o</sup> 118

The Commonwealth vs. John Tilton of Granville in the County of  
Hampshire Def<sup>t</sup> in an Action of Debt for the Payment of  
his Prognoscance as is at large set forth in the Libel in this  
The Commonwealth appears by C. Strong Att<sup>r</sup> & the <sup>d</sup> John in  
his own Person And it is considered by the Court that the  
Tilt be dismissed

Commonwealth of Massachusetts vs. Joseph West of Granville in  
the County of Hampshire yeoman Debt in a Plea of Debt for the  
Performance of his obligation of Ten pounds as is set forth in  
the Writ on file at The Commonwealth appears by C. B. B. B.  
Attest & the 2<sup>d</sup> Joseph the three Times called to come into Court  
makes Default of Appearance here Wherefore it is considered  
by the Court that Isaac do sue against J. West for the  
paying the Sum of Thirty Nine Dollars & 33 Cents Debt & Costs  
of Suit taxed at Dollars 4.10 — Ex. 1<sup>st</sup> Nov 23<sup>rd</sup> 1790

259  
Nov Term 1795  
Commonwealth  
21  
Wich  
p. 119

After words viz<sup>d</sup> at January Term AD 1790 The Court  
order that J. West be discharged from the foregoing Judgment  
on the payment of the Costs & fees

Edward Upham of New Salem in the County of Hampshire  
Gent<sup>l</sup> vs. Ebenezer Tilton Jun<sup>r</sup> of the same New Salem esq<sup>r</sup>  
Debt in a Plea of the Case for that J. Ebenezer on July 8<sup>th</sup> last  
by his Note for Value recd promised J. Edward to pay him  
or Order Four pounds twelve shillings & seven pence equal  
to fifteen Dollars & forty three Cents on or before October 1<sup>st</sup>  
then next with Interest Yet J. Ebenezer the requested has  
not paid the same but neglects it to the Damage of said  
Edward Twenty Dollars The Plea appears & the Deft the  
three Times called to come into Court makes Default of  
Appearance here Wherefore it is considered by the Court  
that the said Edward do recover against the J. Ebenezer  
Fifteen Dollars & seventy four Cents Damages & Costs of Suit  
taxed at Dollars 4.85 & thereof &c. Ex. 1<sup>st</sup> Nov 17. 1790.

Upham  
21  
Tilton  
p. 120.

Asaph Lyon of Pelham in the County of Hampshire  
Freder Phelps & Isaac Townsend of New Salem in S County  
yeoman Debt in a Plea of the Case for that J. Isaac at said  
New Salem on March 20<sup>th</sup> last by his Note for Value recd  
promised J. Asaph to pay him or Order Seven pounds five  
shillings & seven pence equal to thirty seven dollars and  
fifty nine Cents on Demand with Interest & also  
for that J. Isaac on October 1<sup>st</sup> 1795 in Consideration  
that J. Asaph had before that Time at his request sold &  
delivered to J. Isaac divers Goods &c. promised J. Asaph  
to pay him on Demand as much money as J. Isaac's  
were reasonably worth & J. Asaph said the same Goods  
were worth Seven Dollars & fifty Cents whereupon Isaac  
then & there had Note Yet J. Isaac the requested hath  
never performed either his J. promise but neglects it  
to the Damage of J. Asaph Sixty Dollars — The Plea  
appears & the Deft the three Times called to come into  
Court makes Default of Appearance here Wherefore it  
is considered by the Court that J. Asaph do recover against  
the J. Isaac Forty six Dollars & fifty one Cents Damages  
& Costs of Suit taxed at Dollars 4.64 & thereof &c.  
Ex. 1<sup>st</sup> May 28<sup>th</sup> 1795

Lyon  
21  
Townsend  
p. 120.

Nov Term 1795  
 Woodward  
 vs  
 Phipps  
 No 128.

Isiah Woodward of Wilburham in the County of Hampshire  
 Trader Plaintiff vs Jonathan Phipps of S<sup>d</sup> Wilburham Defendant  
 Deft in Answer of the Case for that S<sup>d</sup> Jonathan on January 31<sup>st</sup>  
 by his note for Value recd promised S<sup>d</sup> Isiah to pay him on  
 Order or Demand Three pounds nineteen shillings (equal to  
 thirteen Dollars sixteen Cents & seven mills) with Interest till  
 paid - Yet said Jonathan the requested has not paid the same  
 but neglects it to the Damage of S<sup>d</sup> Isiah Thirty Dollars -  
 The Plf appears & the Deft the three Times called to come into Court  
 makes Default of Appearance here Wherefore it is considered by  
 the Court that the S<sup>d</sup> Isiah do recover against the S<sup>d</sup> Jonathan  
 Thirteen dollars & seventy five Cents Damages & Costs of Suit taxed  
 at Dollars 5<sup>00</sup> 1/2 & thereupon - Exec off<sup>d</sup> Nov 20 1795 -

Chapman  
 vs  
 Ferrey  
 No 190

Moses Augustus Chapman of West Springfield in the County of Hampd  
 shire Plaintiff vs William Ferrey of S<sup>d</sup> West Springfield Defendant  
 Deft in Answer of the Case for that on June 2<sup>d</sup> 1792 S<sup>d</sup> Moses did  
 let to S<sup>d</sup> William a Cow to keep for three years in Consideration  
 whereof S<sup>d</sup> William promised S<sup>d</sup> Moses to keep S<sup>d</sup> Cow in good  
 Order & at the End of S<sup>d</sup> Term to return S<sup>d</sup> Cow to S<sup>d</sup> Moses  
 with the said Calf she should have - But S<sup>d</sup> William took her  
 & both in good Order & Condition And S<sup>d</sup> Moses says he was  
 made a Free Bad of S<sup>d</sup> Term to have received of S<sup>d</sup> William  
 the S<sup>d</sup> Cow & Calf Yet S<sup>d</sup> William did not return S<sup>d</sup> Cow &  
 Calf at the End of three years, nor has he ever delivered S<sup>d</sup> Calf  
 or Cow till July 28<sup>th</sup> last nor in any way kept her from use  
 but neglects it to the Damage of S<sup>d</sup> Moses for 4 Dollars -  
 The Plf appears & the Deft the three Times called to come into  
 Court makes Default of Appearance here Wherefore it is consid  
 ered by the Court that the S<sup>d</sup> William do recover against S<sup>d</sup> William  
 Damages & Costs of Suit taxed at Dollars 4<sup>00</sup> 73 & thereupon -

Lloyd  
 vs  
 Cook  
 No 193

Thomas Lloyd of Stamford in the State of Connecticut Trader  
 Plaintiff vs Jonathan Cook of Granville in the County of Hampshire  
 Defendant Deft in Answer of the Case for that S<sup>d</sup> Jonathan at  
 said Granville on November 23<sup>d</sup> 1793 by his note for Value  
 recd promised S<sup>d</sup> Thomas to pay him on Order Thirteen pounds  
 six shillings & a lower sum but promises equal to forty six  
 Dollars on Demand with Interest Yet S<sup>d</sup> Jonathan the requested  
 has never paid the same but neglects it to the Damage of said  
 Thomas Sixty Dollars - The Plf appears & the Deft the  
 three Times called to come into Court makes Default of appear  
 ance here Wherefore it is considered by the Court that the S<sup>d</sup>  
 Thomas do recover against S<sup>d</sup> Jonathan Sixty Dollars with  
 six Cents Damages & Costs of Suit taxed at Dollars 5<sup>00</sup> 50  
 & thereupon - Exec off<sup>d</sup> Dec 1 1795 -

Luther Day of Granville in the County of Hampshire Sup<sup>r</sup> at  
 Sup<sup>r</sup> Dickinson of 5<sup>th</sup> Granville account Def<sup>t</sup> in a Plea of the Case  
 for that P. Sup<sup>r</sup> on June 8<sup>th</sup> 1795 by his note for Value rec<sup>d</sup> promised  
 said Luther & pay him Twelve pounds six shillings equal to Forty one  
 Dollars in a young Horse not exceeding eight years old by August 1<sup>st</sup>  
 then next with Interest after that Date <sup>W<sup>ch</sup> P. Sup<sup>r</sup> has the requested</sup>  
 has not performed his promise but neglects it to the Damage of P<sup>r</sup>  
 Luther Sixty Dollars. The Def<sup>t</sup> appears & the Def<sup>t</sup> the three Times  
 called to come into Court on other Default of appearance here  
 Wherefore it is considered by the Court that P<sup>r</sup> Luther do recover against  
 P<sup>r</sup> Joseph Forty one Dollars & seventy one Cents Damages & Costs  
 of Suit taxed at Dollars \$ 49 2<sup>th</sup> of 2<sup>nd</sup>  
 Given at Dec<sup>r</sup> 1. 1795

279  
 1795 Term, 1795  
 Dickinson  
 No. 35

Samuel Dick of Boston in the County of Suffolk March<sup>th</sup> Sup<sup>r</sup> at  
 Paul Fowler of Southwicks in the County of Hampshire Def<sup>t</sup> in a Plea of the Case  
 that the P<sup>r</sup> Paul on June 1<sup>st</sup> 1793 by his  
 Note for Value rec<sup>d</sup> promised the P<sup>r</sup> to pay him or Order Two  
 hundred sixty two pounds five shillings & eight pence worth  
 eight hundred seventy four Dollars 27 Cents & six Mills on Demand  
 with Interest. And for that the said Paul on June 7<sup>th</sup> 1793  
 by his 2<sup>nd</sup> Note for Value rec<sup>d</sup> promised the P<sup>r</sup> to pay him  
 or Order Fifty eight pounds eight shillings & four pence with  
 Interest after three months W<sup>ch</sup> P<sup>r</sup> Paul the requested has not  
 performed either his promises & has neglected it to the  
 Damage of said Samuel One thousand Dollars.  
 The P<sup>r</sup> appears & the Def<sup>t</sup> the three Times called to come into  
 Court on other Default of appearance here Wherefore it is  
 considered by the Court that the said Samuel do recover  
 against P<sup>r</sup> Paul Six hundred thirty two Dollars & seventy six  
 Cents Damages & Costs of Suit taxed at Dollars \$ 75 1/2  
 where upon P<sup>r</sup> Paul by Joseph Lyman his Att<sup>r</sup> comes into Court &  
 appeals from the Judgment of this Court to the Supreme Judicial  
 at Court to be holden at Northampton upon the last Tues-  
 day of April next & he recognizes with another for P<sup>r</sup> Paul  
 prosecuting & appeal with Effect &

Eliz<sup>th</sup>  
 Fowler  
 No. 36

Sarah Paine of Worcester in the County of Worcester Widow and  
 Executrix of the last Will &c of Timothy Paine late of same  
 Worcester by Del<sup>r</sup> Sup<sup>r</sup> at William Tringle of Chester in the  
 County of Hampshire account Def<sup>t</sup> in a Plea of the Case  
 for that P<sup>r</sup> William on August 18<sup>th</sup> 1791 by his note for Value  
 rec<sup>d</sup> promised P<sup>r</sup> Timothy then alive to pay him or Order  
 Ten pounds two shillings equal to thirty three Dollars sixty  
 six pence & six mills in eighteen months with Interest  
 after P<sup>r</sup> William the requested has never paid the same to P<sup>r</sup>  
 Timothy when alive nor to P<sup>r</sup> Sarah since the Decease  
 of P<sup>r</sup> Timothy but neglects it to the P<sup>r</sup> Sarah seventy Dollars  
 The P<sup>r</sup> appears & the Def<sup>t</sup> the three Times called to come  
 into Court on other Default of appearance here Wherefore it is  
 considered by the Court that P<sup>r</sup> Sarah do recover against P<sup>r</sup> William  
 Forty two Dollars & twenty five Cents Damages & Costs of Suit taxed  
 at Dollars \$ 28 3<sup>rd</sup> Whereupon the P<sup>r</sup> William by Wm Gay

Paine  
 Tringle  
 No. 37

Nov<sup>r</sup> Term 1794 his All<sup>ty</sup> counsellor to court & appeals from the Judgments of this Court to the Supreme Judicial Court to be holden at Northampton & heard on the last Tuesday of April next & he recognises with Sureties his Bonds for prosecuting & Appeal with Effect &c

Prize  
French  
No 138

Isaiah Prize of Worcester in the County of Worcester Widow Huntrey of the last Will &c of Timothy Prize late of Worcester Esq<sup>r</sup> dec<sup>d</sup> Esq<sup>r</sup> in Chancery French of Cheshire in the County of Hampshire Esq<sup>r</sup> man Defendant in a Plea of the Case for that s<sup>d</sup> French on June 1<sup>st</sup> 1794 promised s<sup>d</sup> Sarah an Examinor to pay her Thirty four pence & the two Shillings & two pence on Demand with Interest of 6 p<sup>cts</sup> the month which were paid the same but neglected to the Damage of said Sarah two hundred Dollars The Plea appears & the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s<sup>d</sup> Sarah do recover against s<sup>d</sup> French one hundred & eighty Dollars & Forty Cents Damages & Costs of Suit taxed at Dollars 6.15 & there of &c  
Exp<sup>d</sup> up<sup>d</sup> Nov 26 1795

Galdwell &  
Strong  
No 139

William Galdwell of Worcester in the County of Worcester Esq<sup>r</sup> Plaintiff vs. Simon Strong Jun<sup>r</sup> of Conway in the County of Hampshire Esq<sup>r</sup> Defendant in a Plea of the Case for that s<sup>d</sup> Simon at Northampton aforesaid on October 20<sup>th</sup> 1790 was indebted to the Plaintiff in the Sum of thirty nine Dollars two Cents six mills according to the Account annexed to the Plea & in consideration thereof promised the Plaintiff to pay him the same Simon Demand of s<sup>d</sup> Simon the Plaintiff the same Sum has not paid but neglected to the Damage of said William Forty Dollars The Plea appears & the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s<sup>d</sup> William do recover against s<sup>d</sup> Simon thirty nine Dollars two Cents & six mills Damages & Costs of Suit taxed at Dollars 6.14 &c Whereupon the s<sup>d</sup> Simon comes into Court & appeals from the Judgments of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on & for the same aforesaid on the last Tuesday of April next & he recognises with Sureties for prosecuting & Appeal with Effect &c

Prize  
Prize  
No 144

Isaac Prize & Thomas Prize Esq<sup>r</sup> in both of Greenwich in the County of Hampshire Executors of the last Will &c of Jeremiah Prize late of Greenwich dec<sup>d</sup> Esq<sup>r</sup> vs Isaac Prize of Ware in the same County Esq<sup>r</sup> man Defendant in a Plea of the Case for that s<sup>d</sup> Isaac at s<sup>d</sup> Greenwich on March 1<sup>st</sup> 1793 by his Wife for Value rec<sup>d</sup> promised s<sup>d</sup> Jeremiah then alive to pay him on Order Thirty pounds being one hundred Dollars by November 15<sup>th</sup> 1794 with Interest of 6 p<sup>cts</sup> the month the Plaintiff has never paid the same but neglected to the Damage of said Isaac one hundred Dollars The Plea appears & the Defendant the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the s<sup>d</sup> Isaac Prize & Thomas Prize do recover against s<sup>d</sup> Isaac one hundred & fifteen Dollars & Damages & Costs of Suit taxed at Dollars 5.4 &c Whereupon the s<sup>d</sup> Isaac

260  
Nov Term 1795

Pepper by Henry Marwick Esq<sup>r</sup> his Att. comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be held at Worcester in and for the County of Hampshire on the last Tuesday of April next & he recognizes with sureties for 5<sup>th</sup> Papers providing his 5<sup>th</sup> Appeal with Offshore

Joseph Perry of New Salem in the County of Hampshire Plaintiff  
& Joel Wheeler of the same New Salem Defendant Parties in Wheeler  
Rule of Supreme by them entered into & acknowledged accord No. 147.  
ing to the Statute in such Cases provided, wherein the award  
to refer all Demands to the Determination of James Ash &  
John Powers & a Becket Kellogg Esq<sup>r</sup> — The Supraes a few  
send into Court their Award vizt. That 5<sup>th</sup> Joseph Perry do  
recover of 5<sup>th</sup> Joel Wheeler Five Dollars & twenty five Cents  
Damages & Costs of Supreme taxed at eighteen Dollars the  
Costs of Court to be taxed by the Court Whereupon it is  
considered by the Court that 5<sup>th</sup> Joseph do recover against said  
Joel Five Dollars & twenty five Cents Damages & Costs of Court  
taxed at Dollars 21. 80 & thereof Ex. sup<sup>d</sup> Dec. 12 1795

John Stanton of Worcester in the County of Worcester Trade Plaintiff  
vs. Abijah Capen of Wrentham in the County of Hampshire  
Husbandman & James Hollowell of Greenwich in 5<sup>th</sup> County Defendant  
German Debt in a Plea of the Case for that 5<sup>th</sup> Abijah & James  
on February 26 1795 by their Note for Value recd. provided  
5<sup>th</sup> Stanton to pay him or Order Twenty one Dollars & eighty  
four Cents in six months with Interest yet 5<sup>th</sup> Abijah  
& James the requested have never paid the same but neglected  
it to the Damage of said John Forty Dollars The Supraes  
& the Debt the three Times called to come into Court make  
Default of Appearance here Whereupon it is considered by  
the Court that the said John do recover against the said  
Abijah & James.

Samuel Hendrick of Palmer in the County of Hampshire  
vs. Ezra Harvey the Servant of Walbraham in 5<sup>th</sup> County & he  
summoned to appear before John Ash Esq<sup>r</sup> & was then  
notified by 5<sup>th</sup> Ezra that he should carry the Action to the Court  
which he failed to do, he therefore prays he may be allowed  
his Costs — Whereupon it is considered by the Court that  
5<sup>th</sup> Samuel do recover against 5<sup>th</sup> Ezra his Costs in defending  
the said Suit taxed at Four Dollars & fifty four Cents  
& thereof

Ex. sup<sup>d</sup> Nov. 20 1795

Procon  
as  
Shrub  
at 154

Selas Procon Jun<sup>r</sup> & Nathaniel Shrub both of Easthampton in the  
County of Hampshire Parties in a Rule of Reference by them  
entered into & acknowledged according to their Statute in such Case  
provided - The Reference by them chosen send into Court their Answer  
to wit that S<sup>r</sup> Nathaniel pay said Selas Six Dollars & fifty Cents  
Damages & Costs of Reference sayed at Nine Dollars & ninety two Cents  
& Costs of Court to be taxed by the Court - Whereupon it is ordered  
and by the Court that S<sup>r</sup> Selas do recover against S<sup>r</sup> Nathaniel Six  
Dollars & fifty Cents Damages & Costs of Reference & Court taxed  
at Dollars 9<sup>00</sup> C<sup>ts</sup> 2<sup>00</sup> & thereupon  
By Court at New 18 1895.

Sand Lathrop  
at 154

Samuel Lathrop of West Springfield in the County of  
Hampshire Jun<sup>r</sup> is now admitted to be an Attorney in this  
Court & to take the Oath of Allegiance to the Commonwealth & to the  
United States as also the Oath of Office required by Law and  
now administered to him in open Court, to qualify him  
to execute the Duties of the said Office

The foregoing Judgments &c being made & entered up  
in manner aforesaid & then this Court was adjourned  
without Day.

Attest Robt Brewster Cler











